

NEGOTIATED AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
OF
UNIFIED SCHOOL DISTRICT NO. 217

AND THE

ROLLA ASSOCIATION
OF EDUCATORS

2023-2024

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NOTICE OF NONDISCRIMINATION

Applicants for admission and employment, students, parents, employees, sources of referral of applicants for admission and employment and all unions or professional organizations holding negotiated agreements or professional agreements with the district are hereby notified that this district does not discriminate on the basis of race, religion, color, national origin, sex, age or disability in admission or access to, or treatment or employment in its programs and activities. Any person having inquiries concerning USD 217 – Rolla Schools compliance with the regulations implementing Title VI, Title IX and Americans with Disability Act of 1990 is directed to contact the coordinators who have been designated to coordinate the educational institution's efforts to comply with the regulations implementing these laws.

Specific complaints of alleged discrimination under Title IX (sex) and Section 504 (handicap) should be referred to:

TITLE IX COORDINATOR

Dettra Crawford
Superintendent
204 Van Buren, Rolla KS
620-593-4344

SECTION 504 COORDINATOR

Dettra Crawford
HS/JH Principal
203 Van Buren, Rolla KS
620-593-4345

Title VI, Title IX and Section 504 ADA complaints may also be filed with the Regional Office for Civil Rights. Address correspondence to:

U. S. Department of Education, Region VII
Office for Civil Rights
10220 N. Executive Hills Blvd.
Kansas City, MO 64153

ARTICLE I. DEFINITIONS

- A. ADMINISTRATION: Any employee so designated by the Board of Education as employed in an administrative capacity.
- B. ASSOCIATION: Rolla Association of Educators.
- C. BASE CONTRACT YEAR: The base contract year shall consist of the number of duty days specified in Article IV. Section A.
- D. BASE SALARY: The salary paid at Step 1 in the BS Column.
- E. BOARD: The Board of Education of Unified School District No. 217, Morton County, Kansas.
- F. DAILY RATE: The teacher's salary divided by the number of days in the base contract year.
- G. DAYS: Except when otherwise indicated, days shall mean calendar days.
- H. DISTRICT: Unified School District No. 217.
- I. EMPLOYEE: The terms "employees" and "teacher" may be used interchangeably but shall mean the same.
- J. EXTENDED DAY CONTRACTS: Extra contract days assigned by the Board in addition to the base contract year.
- K. HE, HIM, HIS: Shall apply as appropriate to male and/or female person(s).
- L. K-NEA: Kansas-National Education Association.
- M. NEA: National Education Association.
- N. SALARY DEDUCT: The salary deduct for a day's loss of wages shall be an amount equal to the teacher's daily rate of pay.
- O. STEP: 1. downward advancement on the salary schedule one row as the result of an additional full year of teaching experience. 2. An annual increase in salary equivalent to definition (1) for teachers who have reached the maximum step (bottom right corner) on the salary schedule.
- P. SUPERINTENDENT: Superintendent of Schools of Unified School District No. 217.
- Q. TEACHER: All "professional employees" (except administrators) employed in a position requiring a certificate issued by the State Board of Education.

ARTICLE II. GENERAL PROVISIONS

Section A. Recognition Clause

The Board of Education at its meeting on January 10, 2014, officially recognized the Rolla Association of Educators for the purpose of professional negotiations under K.S.A. 72-5412, et. seq., as the exclusive representative for the teacher's unit of the professional employees.

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 any such person who is an administrative employee.

Section B. Savings Clause

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, such provision or application shall not be deemed valid or substituting, except to the extent 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 the final form by the Board. Both parties will proofread the final, typed copy and will attest to its accuracy by signatures of the appropriate representative(s) for both parties.

After sufficient copies have been made, at the expense of the Board, a copy will be given to each teacher presently employed and to each teacher newly employed during the term of this Agreement.

Any additional copies requested by and supplied to the Association shall be at the expense of the Association.

Section D. Management Rights Clause

Except for the right granted to the professional employees included in the duly recognized bargaining unit through this Agreement, the Rolla Association of Educators agrees that the Board of Education retains all other rights to manage and operate the schools of Unified School District No. 217 as mandated and implied by current Kansas statutes.

Section E. Contracts

Within thirty (30) days of the date both the Association and the Board have ratified the proposed agreement, the administration shall provide a printed copy of the Negotiated Agreement for signatures of the President of the USD 217 Board of Education and the President of the Rolla Association of Educators. As soon as practical following the date of the last signature, the Superintendent shall give contracts to all certified staff members whose contracts have not been non-renewed. Such certified staff members shall each have thirty days from the date of contract distribution to sign and return the contract to the district office.

ARTICLE III. COMPENSATION

Section A. Salary Schedule Regulations

1. Instructional Salary Schedule

a. Initial Placement

Teachers will normally be placed on the highest step and highest column that their teaching experience and education will allow; provided however, that the Board has sole discretion to place a new teacher (that is, a teacher not previously employed by USD 217) at a vertical step different than his/her experience would normally allow, if the Board determines that such placement is in the best interests of the District.

b. Advancement

1. Vertical Advancement

Individual teachers shall advance one step on the salary schedule for each full year they teach in this district until reaching the maximum step in the column of their placement. Upon reaching the maximum step in any column, a teacher must advance horizontally to be eligible for further vertical advancement. Vertical advancement shall be limited to one step each year.

Faculty which reach the bottom right of the salary schedule will receive a step increase for each continued full year of employment.

Faculty who reach the bottom of the BS+60 columns will receive an annual \$400 step increase for each continued full year of employment.

Teachers who have been placed on a plan of assistance shall not advance vertically on the Salary Schedule the following year.

2. Horizontal Advancement by Credit Hours

A teacher may advance horizontally on the salary schedule by completing sufficient additional eligible credit hours, provided that evidence of completion is delivered to the district office by the due date.

“Eligible credit hours” include graduate hours, hours required for recertification, and undergraduate hours if the undergraduate hours are approved in advance by the Superintendent. “Evidence of completion” means college transcripts, grade cards or verification from the appropriate college or university official. “Due date” means the close of business on August 15 of the school year for which horizontal advancement is requested. Failure to deliver the evidence by the due date will cause the teacher to forfeit the horizontal advancement for that school year. The teacher may advance horizontally the succeeding year by delivering the evidence by the due date of the succeeding year.

3. Horizontal Advancement by In-service Hours

In-service hours earned during the 1999-2000 school year and beyond are eligible for this provision.

Twenty approved in-service hours shall count as the equivalent of one college credit hour for earning horizontal advancement on the salary schedule. “Approved in-service hours” may be accumulated by attending training events which have been approved in advance by the building principal and for which accredited in-service hours are offered.

4. Supplemental Salary Schedule

Compensation for supplemental assignments will be determined by multiplying a rate factor for each assignment by the Supplemental Salary Index. A table of assignments, rate factors, the Supplemental Salary Index and the salary thus computed will constitute the supplemental salary schedule.

In the event the duties of the position are reduced due to mandatory orders of the federal, state or local authorities or lack of student participation that prevents the contracted activities from proceeding, the employee will be paid a prorated share of the agreed compensation, calculated based on the percentage of the contractual duties actually performed.

Salary will be paid by lump sum at the completion of the season or by equal payments spread out over the respective season.

5. Concurrent Teaching Assignments

Concurrent instruction of two entire sections which require separate preps will be compensated \$500/period. A day is 7 periods. For example, a teacher who taught 2nd/3rd grade together would receive an extra \$3500/year (500 x 7 periods = \$3500). This shall not include a student or group of students who

take a class a different period than it is offered (for example, due to scheduling conflicts)

The Board reserves the right to create new positions and to determine the initial compensation.

Section B. Benefits

1. Method of Payment

Prior to the 1997-1998 school year, a designated amount was contributed to a tax-free “benefit pool.” Because of the IRS Section 125 provision for “cafeteria plans”, there was no longer a need for a separate pool to provide tax-free benefits, so beginning with the 1997-1998 school year, the value of the benefit pool was added to the salary schedule.

The salary schedule thus contains two components blended into a single schedule: the salary and the benefit pool. From 1997-1998 through 2002-2004, the benefit pool component of the salary schedule was \$3,570. Beginning with the 2004-2005 school year, the benefit pool component shall be \$4,770.

2. Group Health Plan

Certified staff members hired beginning with the 1993-1994 school year must enroll in a single or family insurance policy, unless they can demonstrate they are covered by another group policy which is ACA (affordable health care act) qualified and approved. USD 217 will pay \$375/month toward the cost of the USD 217 health plan for each certified, full-time staff member.

3. Selection of Group Health Carrier and Coverage

The Board of Education will select the health insurance carrier and determine policy coverage, considering recommendations received from the association.

4. Other Benefits

Kindergarten through Fourth Grade teachers may supervise their students during the lunch period. These teachers will be provided a gratuitous monitor meal from the school cafeteria. Teachers absent will not be provided this benefit. Any teacher who earns their ESL endorsement will be paid a one-time \$500 stipend. This applies to teachers who have not already received their ESL endorsement. The endorsement must appear on their license by August 31st, they must be returning to the district and will be paid in October.

5. Retirement Benefit

For eligible certified staff members, beginning with the 2019-2020 contract year, USD 217 will pay half the premium on the low deductible single health insurance policy in the USD 217 health insurance group for five (5) years or until the teacher reaches age 65, whichever occurs first. If the health insurance group ceases to provide coverage for USD 217, the district shall pay the teacher the amount they would otherwise have received. This benefit will be eliminated after the 2021-2022 contract year.

For eligible certified staff members, beginning with the 2019-2020 contract, USD 217 will pay for unused sick leave. Certified staff members completing 10 years or more shall receive half of the daily substitute teacher rate of pay for each unused sick day upon retirement from USD 217 as a one-time payment. After completing 20 years or more of service the staff member shall receive the full daily substitute teacher rate of pay for each unused sick day upon retirement from USD 217 as a one-time payment.

Certified staff members retiring before the completion of the 2021-2022 contract year shall choose to receive one of the aforementioned benefits but not both.

a. Eligibility

Teachers must have been employed by USD 217 for fifteen (15) complete consecutive contract years at $\frac{3}{4}$ time or more and reached age 55 by the end of the base contract year. Alternatively, teachers who have been employed by USD 217 for fifteen (15) complete consecutive contract years at $\frac{3}{4}$ time or more and reached the “85 point rule” set forth by Kansas Public Employee Retirement System (K.P.E.R.S.) will also be eligible.

Certified staff electing to receive the unused sick leave benefit must meet the requirements of completing 10 years of service or 20 years of service for the specified benefit.

b. Limitations

1. The total amount of premiums the board shall pay for all teachers retiring (during or at the end of a contract year) shall not exceed 70% of that contract year’s base salary. If the total amount of premiums requested exceeds 70%, then the 70% which is available will be divided equally among the new retirees. Each new retiree shall be responsible for the remainder due on his policy. (This limitation does not include premiums for teachers who retired during or at the end of a previous contract year.)
2. The total annual premium paid for a retiree shall never be more than 10% over the total annual premium paid during the teacher’s last contract year. If the premium increases beyond this 10% limitation, the retiree shall be responsible for the remainder.
3. Whenever a retiree becomes responsible for a portion of the premium, the retiree will pay the district the remainder by 25th of the month so that the district may forward the entire premium to the carrier. The district shall not use district funds to forward a retiree’s share of the premium. In the event the district does not receive the retiree’s payment by the above specified date, then the policy and the district’s obligations shall immediately terminate.

c. Coverage

1. Retired teachers shall remain a part of the USD 217 health insurance group, and shall not be split into a separate group.
2. Policies for retired teachers may be discontinued before the expiration of five (5) years or age 65 if and when the USD 217 health insurance group is disbanded.
3. USD 217 may change health insurance carriers only if the new carrier will accept the retired teachers as part of the USD 217 group.

Section C. Salary Schedules

2023-2024												
								Step: 558 Column: 870 Post MS: 870				
Yrs. Exp.	STEP	BS	BS+12	BS+24	BS+36	BS+48	BS+60	MS	MS+12	MS+24	MS+36	MS+48
-	1	43,821	44,691	45,561	46,430	47,301	48,170	48,170	49,040	49,909	50,779	51,649
1	2	44,379	45,248	46,118	46,987	47,857	48,727	48,727	49,596	50,467	51,336	52,206
2	3	44,936	45,806	46,675	47,545	48,414	49,284	49,284	50,153	51,023	51,893	52,762
3	4	45,492	46,362	47,231	48,102	48,972	49,841	49,841	50,711	51,580	52,450	53,319
4	5	46,050	46,919	47,789	48,658	49,528	50,397	50,397	51,268	52,138	53,007	53,877
5	6	46,607	47,476	48,346	49,216	50,085	50,955	50,955	51,824	52,694	53,563	54,434
6	7	47,163	48,034	48,903	49,773	50,642	51,512	51,512	52,382	53,251	54,121	54,990
7	8	47,720	48,590	49,460	50,329	51,200	52,069	52,069	52,939	53,808	54,678	55,548
8	9	48,278	49,147	50,017	50,886	51,756	52,626	52,626	53,495	54,366	55,235	56,105
9	10		49,705	50,574	51,444	52,313	53,183	53,183	54,052	54,922	55,793	56,661
10	11		50,262	51,131	52,001	52,871	53,740	53,740	54,610	55,479	56,349	57,218
11	12		50,818	51,688	52,557	53,428	54,297	54,297	55,167	56,037	56,906	57,776
12	13		51,375	52,245	53,115	53,984	54,854	54,854	55,723	56,594	57,463	58,333
13	14		51,933	52,802	53,672	54,541	55,411	55,411	56,281	57,150	58,020	58,889
14	15		52,489	53,360	54,229	55,099	55,968	55,968	56,838	57,707	58,577	59,447
15	16			53,916	54,785	55,655	56,526	56,526	57,395	58,265	59,134	60,004
16	17			54,473	55,343	56,212	57,082	57,082	57,951	58,821	59,692	60,561
17	18			55,030	55,900	56,770	57,639	57,639	58,509	59,378	60,248	61,117
18	19				56,456	57,327	58,196	58,196	59,066	59,936	60,805	61,675
19	20				57,014	57,883	58,753	58,753	59,622	60,493	61,362	62,232
20	21					58,440	59,310	59,310	60,180	61,049	61,919	62,788
21	22					58,998	59,867	59,867	60,737	61,606	62,476	63,346
22	23					59,555	60,425	60,425	61,294	62,164	63,033	63,903
23	24						60,981		61,850	62,721	63,591	64,460
24	25						61,538		62,408	63,277	64,147	65,016
25	26						62,095		62,965	63,835	64,704	65,574
26	27						62,653			64,392	65,199	66,131
27	28						63,209			64,948	65,819	66,688
28	29						63,766			65,505	66,375	67,245
29	30						64,324				66,932	67,802
30	31						64,880				67,490	68,359
							65,437				68,046	68,915
							65,994				68,603	69,473
							66,552				69,160	70,030
							67,108				69,718	70,587
							67,665				70,274	71,145
							68,223				70,831	71,701
							68,780				71,389	72,258
							69,336				71,946	72,816
							69,893				72,502	73,372
							70,451				73,060	73,929
							71,007				73,617	74,486
							71,564				74,173	75,044
							72,122				74,730	75,600
							72,679				75,288	76,157
							73,235				75,845	76,715

2. Supplementary Salary Schedule

2023-2024 SUPPLEMENTAL SALARY SCHEDULE
USD 217: Rolla, KS

Supplemental Salary Index:	125.000
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POSITION	Head Coach			Assistant Coach			Salaries
	Pay Factor	Salary	No. Assgn'd	Pay Factor	Salary	No. Assgn'd	
HIGH SCHOOL							
<i>Athletics</i>							
Baseball	-	-	-	-	-	0	-
Basketball -- Boys'	28.17	3,521	1	17.68	2,210	1	5,731
Basketball -- Girls'	28.17	3,521	1	17.68	2,210	1	5,731
Cross Country(inc JH)	-	-	1	-	-	0	-
Football	28.17	3,521	1	17.68	2,210	1	5,731
Golf	-	-	1	-	-	0	-
Track -- Boys'/Girls'	28.17	3,521	1	17.68	2,210	1	5,731
Volleyball -- Girls'	28.17	3,521	1	17.68	2,210	1	5,731
Weight Room Supervisor	15.00	1,875	1	-	-	0	1,875
<i>Co-curricular</i>							
Scholars' Bowl	26.75	3,344	1	-	-	1	3,344
Speech	-	-	1	-	-	1	-
Pep Band FB & BB	5.34	668	1 FB	8.03	1,004	1 BB	1,671
Vocal & Instrum. Music	13.38	1,673	1	-	-	0	1,673
Yearbook/Annual	9.50	1,188	1	-	-	0	1,188
<i>Organization Sponsors</i>							
Cheerleaders	16.91	2,114	1	-	-	0	2,114
Class -- Junior Class	11.38	1,423	2	-	-	0	2,845
Class -- Senior Class	11.38	1,423	2	-	-	0	2,845
Kayettes	-	-	0	-	-	0	-
National Honor Society	5.86	733	1	-	-	0	733
Student Council	15.96	1,995	1	-	-	0	1,995
JUNIOR HIGH							
<i>Athletics</i>							
Basketball -- Boys'	16.58	2,073	1	11.58	1,448	1	3,520
Basketball -- Girls'	16.58	2,073	1	11.58	1,448	1	3,520
Football	16.58	2,073	1	11.58	1,448	1	3,520
Cross Country	-	-	0	-	-	0	-
Track	16.58	2,073	1	11.58	1,448	2	4,968
Volleyball	16.58	2,073	1	11.58	1,448	1	3,520
<i>Organization Sponsors</i>							
Cheerleaders	10.96	1,370	1	-	-	0	1,370
Scholars' Bowl	13.34	1,668	1	-	-	1	1,668
Student Council	12.53	1,566	1	-	-	0	1,566

Total Supplemental Salaries:	72,589	FICA	4,501
Total Employment Taxes:	5,661	Medicare	1,053
Total Cost of Supplemental Contracts:	78,250	Unemployment	73
		Workman's Compensation	36
		Total Employment Taxes:	5,661

Section D. Travel Expenses

The Board shall provide reimbursement for expenses incurred in travel related to the performance and duties of certified employees when approved in advance by the superintendent.

1. Mode of Travel

Mode of travel will be based on the availability of transportation and the distance and number of persons traveling together. First class air fare will be reimbursed only when coach space was not available.

For the authorized use of a personal car, in or out of the district, mileage will be reimbursed at the district mileage rate established by the Board.

2. Receipts and Expense Vouchers

Receipts for transportation, parking, hotels or motels, meals and such other expenses for which receipts are ordinarily available will be attached to expense vouchers.

ARTICLE IV. HOURS AND AMOUNTS OF WORK

For the district to develop the educational environment to the best advantage, certain guidelines are necessary.

Section A. Base Contract Year

The base contract year for teachers is composed of no more than one hundred seventy (170), nine (9) hour duty days. All certified staff employed by USD 217 shall receive 180 minutes of planning time per week.

Section B. Time Schedules

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

The building principal will notify each certified employee of the time schedule for the duty day before the beginning of the base contract year. The Board may change the schedule during the school year if they deem such a change to be in the best interest of the district's educational program.

Section C. Work Load

Based upon each teacher's time schedule and needs of the district, certain related non-teaching duties will be assigned on a regular or rotation basis by the superintendent or designated representative.

The number of assignments shall be dependent upon availability of staff and number of students. Building and playground assignments will be made by the building principal on a regular basis.

Section D. Duty Day

The duty day for teachers under a four (4) day school week calendar shall be no more than nine (9) hours, not including lunch period.

Section E. Staff Meetings

Staff meetings for certified staff shall be called by the administration.

Section F. Additional Duty

In addition to supplemental duty which is assigned and compensated for as specified in the negotiated agreement, the board shall establish out-of-class educational assignments that may extend beyond the duty day or time class is in session for the purpose of providing for desirable educational programs.

Section G. Non-School Employment

Certified employees shall not be permitted to engage in outside employment which, in the opinion of the administration, will impair the effectiveness of their instructional service.

Section H. Consulting

Certified employees may be excused by the board to perform technical or instructional services as consultants to other districts, government agencies or private industry.

Requests for approval to serve as a consultant shall be submitted in writing to the superintendent, who shall forward the same together with his recommendation to the board for consideration.

ARTICLE V. LEAVES

General Conditions Covering All Types of Leave

Other than specifically provided for in this Agreement, the board shall not pay for unused leave benefits when a teacher leaves the employment of the District.

Section A. Sabbatical Leave

No sabbatical leave shall be granted with pay. Sabbatical leaves without pay may be granted at the discretion of the board. A teacher taking sabbatical leave shall not receive step advancement the following year.

Any employee desiring a sabbatical leave shall file written application with his principal or supervisor at least 90 days prior to the first day of the requested leave. The application shall be in writing on a form prescribed by the superintendent and shall explain in detail the length of the desired leave, the purpose of the desired leave and the applicant's reasons why the leave will be of benefit to the district. The superintendent shall present the request to the board at its next regular or special meeting together with his recommendation.

No sabbatical leave shall be granted for a period longer than one semester. The employee receiving a sabbatical leave shall be entitled to all of the rights and privileges of employment he would have received had he performed his regularly contracted functions

during the period of such leave, except that salary and benefits shall be discretionary with the board.

Section B. Professional Leave

The superintendent shall have the authority to grant leaves not to exceed five consecutive school days for any employee during any school year for the purpose of attending educational conferences or school visitations.

Employees desiring to attend conferences and make visitations shall file an application in writing with the superintendent at least 30 days prior to the first date of the leave being requested. The application shall be on a form prescribed by the superintendent. Said request shall explain in detail the length of the leave, the purpose and the opinion of the person requesting said leave as to how it will benefit the district.

Professional leave is with pay.

Section C. Exchange Teaching

Any employee desiring to leave to teach in another district shall file a written application with his principal at least 90 days before the first day of the requested leave. The application shall explain in detail the length and purpose of the desired leave, and the applicant's reasons why the leave will benefit the district.

The superintendent shall present the request to the board at its next regular or special meeting together with his recommendation for the board's consideration. All leave for exchange teaching shall be granted at the discretion of the board.

No such leave shall be granted unless and until the districts involved specify the following in a written agreement:

Which district shall be responsible for the salary(ies) of the teacher(s) involved.

The nature of each teacher's employment rights and responsibilities, and the nature of each district's supervisory rights and responsibilities.

An employee returning from exchange teaching leave shall be entitled to all of the rights and privileges of employment he would have received had he performed his regularly contracted functions during the period of such leave.

Section D. Sick Leave

Each professional employee is granted eight (8) days of sick leave with pay per year, the unused portion of which will be allowed to accumulate to a total of ninety (90) days. The maximum allowable sick leave available in one school year will not exceed one hundred (100) days. A professional employee may use accumulated sick leave for the employee's illness, injury or disability or for the illness or injury to persons in the employee's immediate family. Immediate family includes the following:

- * Parent with serious health condition
- * Spouse
- * Employee's or employee's spouse's children, adopted children or foster children.

Professional employees who, because of personal illness, have been absent for five (5) or more consecutive days must present a release from their personal physician before returning to work. At his/her discretion the superintendent may waive this requirement.

USD 217 has created a Sick Leave Transfer Program for certified employees. An employee may request to donate a minimum of 9 hours of sick leave per instance provided this will not cause the employee's sick leave balance to fall below 270 hours. An employee may receive donated sick leave in 9-hour increments if his or her paid leave is exhausted, but only to the extent required to keep their sick leave balance above 0. Donated sick leave cannot be accumulated. The receiving employee shall be paid at his or her regular straight-time rate of pay for all donated sick leave used.

Section E. Personal Business Leave

Personal business leave is to be used for those matters of personal business which cannot be scheduled when school is not in session. The following conditions shall govern the granting of personal business leave.

1. Teachers will be granted three (3) days of personal business leave per year, the unused portion of which will be allowed to accumulate so that the maximum allowable personal leave available in one school year will not exceed six (6) days.
2. Personal business leave will not be granted on the day preceding or the day following a school vacation period. This condition may be waived by the superintendent if in his opinion the absence was due to a circumstance over which the teacher had no control.
3. Personal business leave will not be approved during the first five (5) school days or during the last ten (10) school days unless approved by the building principal and through him/her to the superintendent of schools.
4. No more than two (2) teachers within the District may be absent because of personal business leave during any one school day, unless approved by the superintendent, or his/her designee; further, the approval to exceed said limitation is contingent upon the availability of suitable substitute teachers.
5. Requests for personal business leave will be submitted to the building principal at least twenty-four (24) hours prior to the day when the requested leave is to be taken unless extenuating circumstances occur over which the teacher has no control.
6. Request for additional personal business leave for extenuating family circumstances will be considered on a case by case basis by the Superintendent or his/her designee. These requests will be submitted to the building principal at least twenty-four (24) hours prior to the day when the requested leave is to be taken. The results of these decisions will not be considered precedent setting.
7. Personal business leave is with pay.

Section F. Bereavement

Bereavement leave may be granted with pay for a death within the immediate family; however, days used will be deducted from the accumulated sick leave.

Employees desiring bereavement leave shall contact their immediate supervisor immediately so that arrangements for a suitable substitute can be made. Such leave shall be granted only when the deceased was related to the employee as a spouse, grandparent, parent, child, brother, sister, grandchild, uncle, aunt, nephew, niece, step-children, spouse's family of these classifications, and other dependent persons. Bereavement leave may also be granted when the deceased was residing with the employee at the time of death. Other

bereavement leave may be granted at the discretion of the superintendent. The length of each bereavement leave shall be determined by the superintendent.

Section G. Emergency and Legal Leave (Without Pay)

Other types of emergency leave and legal leave without pay may be granted by the superintendent. Other types of emergency leave with pay may be granted at the discretion of the board. No legal leave shall be granted with pay unless authorized by the board.

To the extent possible, employees should give advance notice in requesting emergency leaves. Whenever an employee takes an emergency leave without prior consent having been given, said employee shall notify the principal or immediate supervisor. When the employee is unable to give such notice, he should make prior arrangements for some person to notify the employee's principal or immediate supervisor of the emergency leave. If the employee desires not to have a deduction made from his salary for such emergency leave, he shall make application to the board by filing a request with the superintendent within ten days following his return from such emergency leave which request shall explain in full the nature of the leave and the reasons why the employee is of the opinion his salary should not be docked or reduced because of such leave.

Legal leave shall mean and include time away from the job for the purpose of prosecuting or defending a legal action or in testifying in either a court of law or before an administrative body. However, a teacher who is a plaintiff in an action against the district may not use emergency or legal leave to provide the time required away from the job. Teachers shall use personal business leave for the time required by any actions against the district.

Section H. Jury Duty

An employee called to jury duty may be paid regular school wages if said employee reduces his/her wages by the amount allowed as jury duty pay by the court, except reimbursement for mileage and subsistence.

Section I. Disability Leave

The board may grant leave of absence for disability with or without pay. A leave of absence is a temporary suspension of duties subject to the other provisions of this agreement.

Any teacher who becomes disabled due to illness or injury or anticipates becoming disabled for reasons including, but not limited to, surgery, hospital confinement, medical treatment, confinement at home by order of the teacher's physician or pregnancy upon compliance with the rules hereinafter set forth.

1. Anticipating Disability

Any teacher who reasonably anticipates becoming disabled because of any of the reasons set forth above shall give written notice to the superintendent of the condition expected to result in disability as soon as the condition is known to the teacher. In addition, such notice shall contain a statement from the teacher specifying the date on which the teacher wishes to commence disability leave and the expected date on which the teacher wishes to resume duty following recovery from said disability along with a statement from the teacher's physician concerning the teacher's present general health and physical capacity to work.

When a teacher desires to continue in the performance of duty during the period of time from the date of giving notice to the superintendent, as set forth above, to the date

of disability, the teacher shall be permitted to do so only when a statement from the teacher's physician indicates that said teacher is physically capable of continuing to perform assigned duties. Such statement shall establish the time period, in the opinion of said physician, during which the teacher is expected to be capable of performing said duties.

After consultation with the teacher, the teacher's immediate supervisor, if any, and the principal, the superintendent shall determine whether or not the teacher is capable of performing assigned duties up to the date requested by the teacher.

In no event shall the board be obligated to permit a teacher anticipating a state of disability to continue in the performance of duty where the performance of said teacher has substantially declined from that performance shown by the teacher prior to consultation with the superintendent provided in the paragraph immediately preceding.

The statement of the teacher's physician concerning the teacher's generally health and physical capacity to work shall be submitted for board consideration together with the recommendation of the superintendent and the physician's statement when acting to allow said teacher's continued performance of assigned duties after notification of the anticipated disability. The board reserves the right to have the teacher examined by a physician of the board's choice at district expense.

Failure or refusal of the teacher to furnish a physician's report or to be examined by the board's physician shall preclude the teacher from receiving any sick leave benefits for any disability and affect a waiver of said eligibility to resume assigned duties.

If the teacher does not agree to the findings of the superintendent, the teacher may request a hearing before the board to state reasons for continuance of assigned duties. The hearing must be requested by the teacher in writing within a reasonable period of time prior to the regular board meeting when said teacher's future employment status will be determined. Said request will be delivered to the superintendent or the clerk of the board.

The board will make its decision within a reasonable period of time after hearing all of the evidence presented by the teacher, the superintendent and the teacher's physician. Said decision will be based on the evidence presented at the hearing.

Whenever, in the opinion of the board, the dates for the commencement of an anticipated disability leave and/or the dates for the resumption of duties would substantially interfere with the administration of the school or with the education of students, the requested dates may be changed by the board. The teacher shall resume assigned duties no later than the first day of the school year following the date the teacher was declared eligible for resumption of duties. Failure to appear for resumption of duties shall be deemed a resignation by the teacher.

When it is mutually agreed to between the teacher and the board that the teacher will not resume contracted duties for the school year in which the teacher would be eligible to resume duty, the teacher shall be separated from employment as provided by law. The board will have discharged its responsibility after offering to allow the teacher to resume duty in the first vacancy for which the teacher is certified that occurs after the teacher has been declared eligible for resumption of duty.

2. Returning to Duty

The teacher who submits a written physician's report that the teacher is physically fit for full-time employment may be declared eligible for resumption of duties.

If the superintendent or the teacher's immediate supervisor has a good faith doubt that the teacher is capable of resuming regular classroom duties, the superintendent shall conduct an inquiry to determine whether the teacher is capable of resuming regular classroom duties. The findings and conclusions of the superintendent's inquiry will be given to the teacher in writing at the conclusion of the investigation. If the findings and conclusions are contrary to the opinion of the teacher and the teacher's physician, the teacher may request a hearing before the board to resolve the matter. The request for said hearing shall be given to the clerk of the board in writing within a reasonable period of time after receipt of the superintendent's report. The board will hold the hearing at its next regularly scheduled board meeting.

If the board has a good faith doubt that an employee, not returning to duty after a disability, is able to resume contracted duties, the board may request that they employee be examined by a physician of the board's choice at district expense. If the physician's report is that the employee is able to resume work, the board may require the employee to do so or to be placed on unpaid leave and possible suspension. The employee may request a hearing to resolve the matter before the board as herein provided previously.

3. Extensions or Reductions of Leave

Where disability leaves have been approved, the beginning or ending dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the board. Such extensions or reductions may be granted by the board for additional reasonable periods of time provided, however, that the board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school and/or with the education of the students and provided further that such change by the board is supported by reasonable evidence.

The provisions of this regulation shall not be deemed to impose on the board any obligations to grant or extend a leave of absence to any nontenured teacher beyond the end of the contract school year in which the leave is obtained.

4. Leave Benefits

All personnel benefits accrued by the teacher at the date the disability leave begins will be retained during disability leave unless the person concerned shall have severed the employment relationship by resignation. No additional personnel benefits will accrue during the period of disability leave except as expressly provided by law.

The provisions of this article shall not be applicable and shall be of no force nor effect during any period of time not covered by a contract of employment with the teacher.

A leave of absence due to a disability may be chargeable to the sick leave of the teacher.

District disability or sick leave benefits shall be reduced by any duplication monetary benefit received by the employee under any plan, including a plan established by law, toward which the board contributes or for which the board pays. The board will retroactively adjust the district benefits provided by the board under

one plan when granted prior to the notice that the employee has elected to file for benefits under another plan provided in full or in part by the board, e.g., an employee's utilizing paid sick leave for a disability and filing for benefits under workmen's compensation which would be paid, duplicate all or part of the benefit provided earlier and increase the employer's contribution rate because of the loss-experience record.

Such retroactive adjustment may involve a prorated deduction in wages to compensate for duplication of benefits or an endorsing all or part of the benefit over to the district. In either case, a proration of sick leave taken earlier will be reinstated to the employee's accrued accumulated sick leave. The adjustment will be conducted as group insurance companies coordinate benefits so that the employee receives the best adjustment of his full claim, but never more than the full amount of his claim. Such an adjustment shall not affect any personal insurance coverage carried by the employee in which the board is not a contributor.

Section J. Military Leave

Military leave shall be provided in accordance with Federal law.

ARTICLE VI. RETIREMENT

Section A. Retirement Age

The retirement age for any staff member shall be in accordance with current law.

ARTICLE VII. WEARING APPAREL

Professional employees serve as role models for students under their supervision, and will therefore dress in a fashion that is appropriate for their teaching area and to the teaching profession.

ARTICLE VIII. GRIEVANCE PROCEDURE

Section A. Purpose

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

Section B. Definitions

1. **"Grievance"** shall mean any alleged violation of the terms and conditions of an employee's contract of employment and/or negotiated agreement.
2. **"Grievant"** means an employee of the district having a grievance.
3. Words denoting gender shall include both masculine and feminine, and words denoting number shall include both singular and plural.

Section C. Procedures

In general, the adjustment of grievances shall be accomplished as rapidly as possible. To that end, 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 this grievance is being considered.

Section D. 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 thereto shall be destroyed excepting a record of the grievance and the final adjustment thereof and excepting records required by law be kept and maintained.
3. At each step of the procedure for adjusting grievances after the initial private conference(s) with his 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 matters for which law mandates another method of review.
7. Only the employee affected may file a grievance or an appeal from Levels 1 and 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.

Section E. Level 1

A grievant shall first take up his grievance with his immediate supervisor in private informal conference(s) within 15 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), he may request a formal conference with his immediate administrative supervisor. Every effort should be made to develop an understanding of the facts and the issues in order to create a climate which will lead to a solution. The formal conference shall occur within ten school days of the last informal conference.

Section F. Level 2

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

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

If the grievant does not appeal the grievance to the superintendent within 30 school days after the formal conference at Level 1, the grievance shall automatically be waived.

Section G. Level 3

If the grievance is not adjusted to the satisfaction of the grievant or if no decision is made thereon within 20 school days after the date the grievance was filed with the superintendent or designated representative under Level 2, then the grievant may appeal the grievance to the board for the purpose of final adjustment of the grievance by submitting a written request to the clerk of the board within ten school days after the superintendent or designated representative has rendered a decision or after the expiration of said 20 days.

If the grievant does not appeal the grievance to the board within 30 days after the formal conference at Level 2, the grievance shall automatically be waived.

The board, upon receipt of a complaint or grievance, may assign a hearing officer to hear such complaint or grievance and make findings and recommendations to the board. Such findings and recommendations shall be made to the board within ten days after the complaint or grievance has been assigned to the hearing officer. The board shall rule upon such complaint or grievance within 30 school days after receipt of the findings and recommendations of the hearing officer.

Section H. Rules for Conducting a Grievance Procedure at Level 3

1. The hearing will be conducted in executive session.
2. Efforts will be made by all participants to eliminate repetitious testimony and/or materials; however, each participant will be given reasonable time to present his testimony and/or materials.
3. The grievant will make his opening remarks and present his case.
4. The administration will make its opening remarks and present its findings in the case.
5. Witnesses will 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 at this time.
9. A summary statement may be made to the board by the administration at this time.
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 45 days of the hearing.
12. The decision rendered by the board shall be the final disposition of any grievance

ARTICLE IX. DISCIPLINARY PROCEDURES

Section A. Suspension

The superintendent shall have the authority to suspend an employee until the suspension is resolved by board action at the next regular or special meeting of the board.

The superintendent may suspend an employee for any one or more of the following reasons: alleged violation of board policy, rule or regulation; the filing of a formal complaint against the employee with any civil authority or with the board charging the employee with the alleged commission of an offense involving moral turpitude; and other just cause.

An employee may be suspended with pay. If the suspension is imposed on an employee pending dismissal, the employee is entitled to pay until the employee has had a due process hearing before the board. Said hearing shall determine whether the suspension shall be with or without pay and whether the employee will be terminated.

A negotiated agreement or any applicable grievance policy may provide the procedures for the teacher to obtain such a hearing and may have time precedence over such board determination.

Section B. Probation

The authority to recommend to the board that certified staff members be placed on probation is delegated to the superintendent. The board, after hearing the superintendent's recommendation for probation and after evaluating the evidence gathered by the administrative staff, may place a certified staff member on probation. The term of probation will be established by the board, but in no event shall said probation extend beyond a one-calendar-year period unless the board first reviews all pertinent evidence pertaining to the probation including a report by the superintendent on the progress of the certified staff member to remedy causes for probation.

All conditions of probation shall be in writing. One copy shall be given the employee, and one copy shall be placed in the employee's personnel file.

Failure by an employee to remedy the causes of probation may result in nonrenewal or termination of the employment contract.

ARTICLE X. RESIGNATION

The Board shall consider the resignation of any employee which is submitted to the Board in writing. The Board shall accept such resignations only when the Board is of the opinion that such resignations will be in the best interests of the district. Further, any teacher who is not released from his/her contract by Board action shall fulfill the terms of such contract. Any action by the teacher resulting in a failure to fulfill the terms of the contract shall amount to a breach of contract and will subject the teacher to any and all legal remedies available, including the recovery of liquidated damages. In the event of a breach of contract by the teacher, appropriate notation of the same will be placed in the teacher's personnel file.

Early Notice Bonus

If a teacher turns in a signed letter of resignation to the Superintendent by November 1st of the current school year, they will be entitled to a \$500 bonus, payable at the end of the contract year. A teacher who turns in a signed letter of resignation to the Superintendent by February 1st of the current school year, will be entitled to a \$250 bonus, payable at the end of the contract year.

ARTICLE XI. TERMINATION AND NONRENEWAL OF CONTRACTS

Section A. Non-Renewal of Nontenured Teachers

Reasons for nonrenewal shall not be stated either in writing or verbally in any notice of nonrenewal given to a nontenured teacher. No hearing shall be afforded a nontenured teacher except as provided by law.

Section B. Reduction of Teaching Staff

The Board of Education has the responsibility and authority to determine the composition of the professional employees necessary to implement and maintain the education programs of the district. In the event the Board decides that the size of the teaching staff must be reduced, whether in total or by department, guidelines in the article shall be followed. Insofar as possible, reduction of staff shall be accomplished by attrition due to resignations and retirement.

Procedure

Criteria for Consideration by Administration:

1. Teaching Performance
2. Academic Preparation
3. Areas of Certification
4. Length of service with the district as determined by the first day that the teacher reported for duty
5. Service to the district on curriculum and school improvement efforts

Re-employment

Any certified employee who has not been re-employed as a result of reduction of the teaching staff shall be considered for re-employment if a vacancy exists for which the teacher would qualify. The superintendent will recommend to the board reinstatement of any such teacher whom he deems qualified and able to serve the best interests of the district. The board shall not be required to consider reinstatement of any such teacher after a period of one year from the date of nonrenewal.

Section C. Employee's Inability to Fulfill Contract

The board reserves the right to terminate the employment of any teacher if the board has a good faith doubt that the employee can fulfill the employee's contractual obligations and/or policies and rules of the board because of a mental or physical infirmity.

The board reserves the right to have its employee examined by a physician of its choice to determine whether or not the employee is mentally and/or physically able to fulfill the obligations of the employment contract and/or the policies and rules of the board.

The costs for any examination referred to in this article shall be borne by the board.

ARTICLE XII. LIQUIDATED DAMAGES

Teachers who desire to resign their position after the statutory non-renewal date will be released from their contract upon receipt by the Board of liquidated damages according to the following table.

<u>Date resignation request received</u>	<u>Liquidated Damages</u>
Nonrenewal date plus 2 weeks through June 15	1.5% of base salary
June 16 through July 15	3.0% of base salary
July 16 through August 1	4.5% of base salary
August 2 through beginning of school	6.0% of base salary
First duty day and thereafter	10.0% of base salary

ARTICLE XIII. PROFESSIONAL EMPLOYEE APPRAISAL PROCEDURES

The procedure to be used in evaluating professional employees will be in accordance with current Kansas law.

Minimum Evaluations Required by Kansas Statute (KSA - 71-9003).

“...every employee in the first two consecutive school years of employment shall be evaluated at least one time per semester by not later than the 60th 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 not later than February 15 ...”

“...and that after the fourth year of employment every employee shall be evaluated at least once in every three years by not later than February 15 of the school year ...”

The Board has adopted the Kansas Educator Evaluation Protocol (KEEP) as the evaluation instrument.

The Board reserves the right to conduct more frequent evaluations if the administration deems appropriate.

Each teacher’s evaluations will be part of their permanent personnel file retained in the district office.

If a principal determines that a teacher needs to make substantial performance improvements, the principal will design a plan of assistance which includes performance objectives, and will provide professional guidance in achieving the goals of the plan.

Building evaluations will be consistent with the following:

1. District file kept on evaluations.
2. Evaluations will give fair warning before putting a teacher on a plan of assistance.
3. If the certified staff member is placed on a plan of assistance, the principal will work with them as needed.
4. Evaluation procedures will be explained to all staff within three (3) weeks of the opening of school.

ARTICLE XIV. ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section A. Dues Deductions

The board agrees to deduct the dues for the Morton County Teachers Association and the Rolla Association of Educators from the payroll checks of those professional employees who approve said deduction.

ARTICLE XV. DURATION OF AGREEMENT

This Agreement shall govern the rights, as provided in this Agreement, of the Board of Education, Unified School District No. 217, Morton County, Kansas and the Rolla Association of Educators during the effective period of twelve months from August 1, 2023, through July 31, 2024. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. No part of this Agreement shall be continued in future agreements unless by mutual consent of the parties reduced to writing and signed.

ATTEST:

Dated this ____ day of _____, 2023, at Rolla, Kansas.

Clerk

President, Board of Education
Unified School District No. 217
Morton County, Kansas

Dated this ____ day of _____, 2023, at Rolla, Kansas.

Secretary

President
Rolla Association of Educators

APPENDIX "A"

UNIFIED SCHOOL DISTRICT NO. 217
GRIEVANCE REPORT FORM

Procedure (1)_____ (2)_____ (3)_____ Date Filed _____
(Check one to indicate level of grievance)

Name of Grievant	Building	Assignment
_____	_____	_____

A. Date cause of grievance occurred: _____

B. Relevant contract provisions: _____

C. Statement of grievant's claim (statement of facts upon which grievance is based. Use additional pages if necessary):

D. Relief desired: _____

Signature _____ Date _____

Date Received _____

F. Disposition by the appropriate administrator (attach additional pages if necessary):

Signature _____ Date _____