

REPUBLIC COUNTY USD No. 109

2023-2024

NEGOTIATED AGREEMENT

USD 109 is an Equal Opportunity Employer.  
USD 109 does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities.

# REPUBLIC COUNTY UNIFIED SCHOOL DISTRICT NO. 109

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**DEFINITIONS**  
**2021-2022 NEGOTIATED AGREEMENT**

Commensurate - equal to years of experience; proportionate

CTA – Crossroads Teachers’ Association

Enumeration - list

FTE - Full Time Equivalent

Increments - movement across the salary schedule based on college hours or In-Service points earned

In-Service day - one set aside for professional development of staff

Licensed staff member – one who has attained a degree and license in a teaching field as defined by the Kansas State Department of Education

KPERS - Kansas Public Employees Retirement System

NCATE - National Council for the Accreditation of Teacher Education

Non-elected personnel - any staff members on the U.S.D. 109 payroll. (Board of Education members are elected personnel.)

Per diem - (per day) an allowance for daily expenses

Remuneration - to pay an equivalent for services

Salary deduction – premiums deducted after taxes

Salary reduction – premiums deducted before taxes

Steps - movement down the salary schedule based on years of experience

Stipend - a fixed sum of money paid periodically for services

Tenured - a teacher who has been offered a fourth (4th) annual contract for employment in U.S.D. 109; a teacher who has attained tenure in another school district and has been offered a third (3rd) annual contract in U.S.D. 109

Work day - one set aside to allow teachers time to work in their rooms

## ARTICLE I INTRODUCTION

### SECTION I: Applicability and Duration of Negotiated Agreement

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement, as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. This Agreement shall continue in full force and effect **from July 1, 2023 to June 30, 2024. (07/31/2023)**

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, 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.

### SECTION II: Management Rights

It is understood and agreed that the Board retains those powers expressly granted to it by statute, including those necessarily implied, and that the statutes are to be strictly construed, including the right to make unilateral changes except as specifically limited by the provisions contained within this Agreement, including by way of example but not by way of limitation, exclusive right to manage and control the school district and property within the district; prescribing rules for student discipline and discipline control; recruiting, selecting for hire and staffing all newly created or vacant positions; fix and describe the duties to be performed by all persons in the public school service within the district; maintain schools and classes as provided by law; prescribe rules consistent with the law or within the rules prescribed by the State Board of Education; assign, transfer or make job assignments to persons employed within the school district and the evaluation of licensed personnel employed within the school district; assign teachers to supplemental and extracurricular activities; make final approval of curriculum and textbook selections; establish pupil discipline policy; to determine matters that may affect the welfare of the students; to terminate for just cause; to establish the school calendar and hours; to determine the starting and quitting time and the number of hours to be worked; expend school funds and determine priorities for expenditures; to determine all matters relating to the definition of educational objectives; to determine the content of the courses and curricula and other aspects of the instructional program to the extent these matters are within the discretion of the public school, employer or governing board within the law. It is agreed that these provisions do not supersede the provisions of the Agreement and are specifically limited by such Agreement. It shall not be for the purpose of discriminating against any employee and shall not invalidate any provision included within this Agreement. The foregoing enumeration of school board rights and responsibilities is not intended to exclude other rights not enumerated herein. The only limitation on any right of the board shall be by law or by the express limitation by specified provision contained within this Agreement.

## ARTICLE II REMUNERATION OF TEACHERS

### SECTION I: Salary Schedule

\* - *\$1230 will be added to base to bring the base to \$42,230. 07/31/2023*

1. The board shall remunerate teachers in accordance with the provisions of the salary schedule. The schedule shall have nine (9) columns headed as follows: BS, BS+8, BS+16, BS+24, MS, MS+8, MS+16, MS+24 and MS+32. Each column increment except that between the BS+24 and MS shall be based upon the earning of eight (8) additional credit hours. The MS column shall be achieved only when a teacher has earned an approved Masters degree in education or his/her field of specialization and/or teaching assignment.
2. The pay difference between columns shall be based upon an increment of \$370.00 per column with the exception of the difference between the BS+24 and MS columns where the pay differential shall be \$970.00.
3. Each column shall have a specified number of steps. The pay difference between steps of the BS through BS+16 columns shall be \$445.00 per step and the pay difference between the steps of the BS+24 through the MS+32 columns shall be \$470.00 per step.
4. Each column shall have steps as follows: *BS - 11 steps, BS+8 - 12 steps, BS+16 - 15 steps, BS+24 - 17 steps, MS - 21 steps, MS+8 - 22 steps, MS+16 - 23 steps, MS+24 - 24 steps, and MS+32 - 25 steps.*(6/10/2013)
5. Faculty members utilizing an individual development plan will be granted credit on the district salary schedule by the granting of one (1) college hour for each twenty (20) points as described in the local In-Service plan. In-Services held during the teacher's duty day will not be allowed for salary movement. In-Service points earned outside the duty day will be allowed for salary movement. In-Service points may not be used for more than one-half of the hours needed to move to the next column.
6. Each column shall start on step one (1) which corresponds to zero (0) years of experience.
7. Teachers with experience in accredited school districts will be granted placement on the salary schedule commensurate with their experience and post graduate hours that are eligible for salary schedule placement under the provisions of this Agreement.
8. All hours counted for salary schedule placement shall be graduate hours or shall qualify for the academic study provision of this Agreement or both.
9. Vertical placement shall be commensurate with experience except that teachers who have remained at the bottom of a lane of the salary schedule for more than one (1) year change salary lanes, their step movement shall not exceed three steps per year until such time as the step is commensurate with the experience. Experience shall be limited to not more than one (1) year of experience per calendar year, regardless of the number of days taught. Placement of teachers who for any reason are unable to teach for more than three quarters,

(135 contract days), of the school year shall be determined on a case by case basis by the Board.

Teachers who intend to change salary columns or move down more than one vertical step shall file with the administration office a statement of their intent including the lane they propose to be on for the upcoming school year. Such intent shall be filed not later than February 1<sup>st</sup> of the calendar year during which the change shall become effective. For the purpose of computing cost factors for negotiations, the projected cost of lane change and step movement for those teachers shall be included in the cost computations. Failure to provide the administration office with this statement of intent shall result in the teacher remaining on her/his current column on the salary schedule for the ensuing school year.

10. Teachers with experience earned at less than full time teaching shall earn experience on the basis of contract days of employment prorated to the full time equivalency of their contract. For teachers continuously employed on a less than full time basis, their experience as computed in this manner shall be the basis for schedule placement. For these teachers, placement on the salary schedule may be prorated between steps.
11. Proration between columns shall not be allowed and except as noted in paragraph 10 above, proration between steps shall not be allowed.
12. The base salary for 2023-2024 shall be \$42,230. \* See above note on salary
13. A copy of the salary schedule referenced Exhibit A shall be attached to this Agreement.
14. After attaining the maximum step of the MS + 32 column on the Teacher Salary Schedule, a teacher shall be granted a longevity increment of \$500.00 after each five (5) year period of continuous employment beyond the MS +32 level. Former experience in USD #427 and USD #455 will be considered as continuous employment in the USD #109 School District as it counts towards the five (5) continuous years. The teacher is responsible for requesting the payment by February 1<sup>st</sup> of the calendar year prior to qualifying for the stipend for the purpose of computing the budget. Failure to notify the district will result in non-payment.

## SECTION II: Health Insurance Incentive

1. The board will contribute up to \$6923.04 per year to each single OR family health insurance plan for each employee covered by this agreement who is the plan holder provided those plans are in the U.S.D. No. 109 health insurance group. This stipend will be prorated according to the full time equivalency of employees who are less than full time. If both an employee and spouse are employed by the district, the benefit will be applied for each as an individual (the applicable amount to a family plan in this case would be \$13846.08). (07/31/2023) (The \$6,923.04 covers a single health and single dental plan-can all be applied to family plan)

SECTION III: Fringe Benefits

1. The board will provide an IRC #125 "cafeteria" fringe benefit plan. A copy of this plan shall be kept on file in the administration office and shall be available for inspection during regular business hours. An additional copy shall be provided to the Association.
2. All employees covered by KPERS shall be eligible for the plan. Employees new to the district shall become eligible on the first contract day of employment. Non-KPERS employees shall not be eligible for the plan. Eligibility for the plan shall end upon cessation of employment with the district subject to federal and state provisions for temporary continuance of eligibility for part or all of the plan.
3. Employees may choose from among the plan options once during each plan year. The period when benefit options may be chosen shall begin with the first contract day of the school year and shall end on *September 10<sup>th</sup>* of that year. Employees hired after the start of the school year shall have *10* contract days to select plan options. Plan provisions may be changed upon employee request when family changes as defined in the group contract necessitate different coverage. Such request for change shall occur within *30* days of the change in family status.
4. The plan shall be renewable on a yearly basis beginning *October 1<sup>st</sup>* and ending *September 30<sup>th</sup>*
5. With the exception of health/hospitalization insurance for which only one provider will be allowed, personnel covered by this plan may choose from among five (5) providers for any product in the cafeteria plan. The provider and specific coverages of each fringe benefit shall be recommended to all affected employees by a committee composed of three (3) Association members appointed by the Association president, the superintendent of schools, and if interested, not more than three (3) other affected employees as may cooperatively be determined by the Association president and superintendent. This recommendation shall occur as early as practicable during the school year but will be dependent upon the renewal date of the specific fringe benefit. Upon selection of the provider and specific plan to be in force during the contract year as determined by a majority vote of all affected employees, the board shall ratify the contract with the provider.
6. The medical reimbursement and dependent care reimbursement accounts shall also be subject to the following provisions:
  - A. Brokering service for the medical reimbursement accounts and dependent care coverage shall be other than the district office. Further, the brokering service selected shall be one of five (5) providers referenced in paragraph 6.
  - B. All employees who establish a medical reimbursement account and/or dependent care reimbursement account shall do so under the IRC #125 provisions; specifically, with full understanding that if the reimbursements set aside for expenses exceed the actual expenses incurred that the remaining amount is nonrefundable.
  - C. Employees shall be responsible for the cost of administering the medical reimbursement accounts and/or dependent child care accounts.
  - D. In the event that the claims against the medical reimbursement accounts and/or dependent child care accounts exceed the balance in the pooled account, the board



shall fund the difference and shall be reimbursed by the broker when funds are available.

9. The provisions of this section shall be subject to current federal and state regulations as well as the contract provisions heretofore mentioned in paragraph *I* of this section.

#### SECTION IV: Academic Study

The Board will reimburse faculty members the actual cost of tuition including fees (excluding books and travel expenses) up to an amount of \$100.00 for each approved credit hour under the following guidelines: (07/28/2020)

1. "Hours" are defined as "semester hours". Quarter hours will be converted to semester hours on a basis of three (3) quarter hours equal to two (2) semester hours.
2. Hours must be approved prior to participation in class.
3. Approvable hours must qualify for one or more of the following:
  - A. Those hours which accumulate toward an advanced educational degree. Such hours shall be on an approved advanced degree program which has been developed for the teacher by an NCATE institution. A copy of the program of courses shall be submitted to the district office with approval recorded there.
  - B. Other hours which are specifically approved by the principal when those hours have been determined to benefit a teacher in his/her assigned area.
  - C. For teachers who have a Masters or other advanced degree, other hours which are specifically approved by the principal will be eligible for the academic study reimbursement when those hours have been determined to benefit a teacher in his/her assigned area.
4. Payment will be made after receipt of transcript. For movement on the salary schedule, transcripts must be received by September 1.

#### SECTION V: Pay for Extra Duties

1. If a teacher who has a planning period is asked by the building principal to substitute in a classroom, the teacher will be paid \$20.00 per period.

In situations when it is not possible for the principal to arrange for a substitute teacher, the teacher may be required to substitute during his or her plan period. Every attempt will be made by the principal to equalize this requirement as much as possible among available teachers. However, a teacher will not be required to substitute during his or her plan period more than two days in any one week without voluntarily doing so.

2. Teachers who are assigned duties in two different attendance centers or more will be reimbursed for mileage on their personal vehicles at the rate established by the Board of Education if a district vehicle is not available. Mileage is to begin at the first assigned attendance center and end at the last assigned attendance center. (This does not include travel for coaching sports where buses are available.)

3. Each licensed staff member will be paid *\$15.00 per hour* for *responsibilities performed outside of the contract day. Administrative approval is required for each of these circumstances.*
  - A. *Extra duty does not include such activities as social events, dances, concession stands, or when the licensed staff member is the sponsor of the organization and those activities which fall within the contract school day.*
  - B. It will be the worker's responsibility to find replacements or trade if necessary and to notify the principal of the building where they are assigned to work of any changes in assignments.
  - C. Teachers will be paid *\$15.00* per activity for driving a district vehicle to transport students on an out of town activity trip (*this does not apply to the sponsor of the activity or class*) *outside the contract day.* In situations where teachers are uncomfortable with driving responsibilities, common sense exceptions will be considered.
  - D. Qualified teachers will be paid *\$15.00* per trip for driving a regular school bus on out-of-town activity trips.
    - (1) Drivers must meet regular school bus driver certification requirements.
    - (2) Driving a bus is not mandatory.

#### SECTION VI: Supplemental Pay

1. The Board will provide a complete list of supplemental pay provided for all positions filled by licensed personnel by listing these percentages on the supplemental pay schedule which is attached to this Agreement as Exhibit B.
2. The Board has the right to fill or not fill these positions as needed and to establish supplemental pay for a new position.
3. The administration will ask a teacher to volunteer to sponsor the Senior Class, Junior Class, Sophomore Class, Freshman Class, or student club.

#### SECTION VII: Tax Sheltered Annuities

Any teacher may elect to enter into a salary reduction agreement with the board for the purpose of purchasing a tax sheltered annuity. The election may be made with companies that are listed in the school district's 403 (b) plan eligibility notice that is provided annually to district employees. Additional companies may be added with prior approval of the board.

Such annuities shall be subject to federal and state statutes governing them.

Due to the 403b requirements, to make sure that the District is in compliance, any auditor fees charged for any fund will be the responsibility of the employee's account.

SECTION VIII: Incentive for Early Notification of Retirement

The school district shall pay an incentive for early notification of retirement by teachers who are eligible for KPERS retirement. The incentive will be as follows:

Incentive amount for notification to the board given between August –December Board Meeting: \$2000

By January Board Meeting: \$1500

By February Board Meeting: \$1000

The incentive will be paid in May of the contract year. (7-27-2022)

**ARTICLE III  
LEAVES FROM DUTY**

SECTION I: General Provisions

1. Twelve (12) days of leave shall be credited at the beginning of each year. [These twelve (12) days may generally be used at the teacher's discretion within reasonable limits (see requirements in this Section).] The total days accumulated at the beginning of any contract year will not exceed eighty (80) days. Days will only be credited at the beginning of the contract year. Any days bringing the total over eighty (80) days will not be allowed. Unused days will accumulate as sick leave *only*; it should not be construed that accumulated leave can be used for anything other than sick leave.
2. All leaves set forth in this agreement except Professional, Jury, and Extended Leave shall be deducted from the total of twelve (12) days of current leave for each day of leave granted.
3. Absences which exceed the accumulated leave plus the allowable borrowed sick leave shall be deducted from the teacher's contract. Such deduction shall occur at a per diem rate which is defined as the per day pay of the teacher which includes the schedule salary but which excludes pay for supplemental duties, extra duty and health insurance incentive.
4. All leave requests except sick leave or as otherwise noted must be approved in advance by the superintendent prior to usage. Application for leave is to be made in writing as far in advance of the time requested to be absent as possible. Employees absent because of personal illness should verbally contact the building principal in advance in order to procure a substitute teacher. Any leave other than sick leave that extends more than five (5) consecutive days must be approved by the superintendent.
5. Leave benefits will be prorated for part-time employees. (Part-time employees are defined as employees who are regularly employed on a less than full-time basis. Part-time employees do not include substitute or temporary employees.)

## SECTION II: Types of Leaves

1. Employee or the Employee's Dependent Child Illness or Injury Leave: Illness or injury of the employee or the employee's dependent child which necessitates absence from the job.
  - A. Leaves in excess of three (3) consecutive school days shall be substantiated by a doctor when requested by the principal.
  - B. Teachers who have worked at least three (3) days of their annual contract period and do not have sufficient unused accumulated leave may borrow against the current year's sick leave but in no case shall the total borrowed during any school year exceed the amount of days of leave allowed that teacher for that year.
  - C. Leaves of absence for pregnancy shall be granted as allowed by the Family Medical Leave Act.
  - D. The Board shall require that if the employee has any paid leave available for use the paid leave shall be used *first* and counted toward the annual family and medical leave.
2. Family Illness or Injury Leave: Absences due to illness or injury in the teacher's immediate family which necessitates the absence of the teacher.
  - A. The teacher's immediate family shall include father, mother, sister, brother, wife, husband, nondependent children, mother-in-law, father-in-law, grandparents or a relative or individual whose regular residence is in the home of the teacher.
  - B. The building principal shall have the authority to approve up to two (2) consecutive days of family illness leave. Consecutive absence for more than two (2) days up to and including five (5) consecutive contract days shall require approval of the superintendent. When leave for family illness shall exceed five (5) consecutive contract days during one contract year, payment for those days in excess of five (5) consecutive contract days shall require board approval.
  - C. Where applicable, the Family Medical leave Act shall apply. Any paid leave available for use shall be used *first* and counted toward the annual family medical leave.
3. Bereavement Leave: Absences due to death which necessitates the absence of the teacher.
4. Professional Leave: Leave granted for the purpose of improving the educational program or teaching classroom proficiency. (May include, but not be limited to, such categories as inter-school visitations, subject matter conferences, curriculum meetings, and other similar type meetings.)
  - A. Professional leave will be allowed upon recommendation of the building principal and approved by the superintendent. The number of days of professional leave permitted will be subject to approval of the administration.
  - B. Requests for professional leave shall be in writing on a form provided for such purposes at least two weeks prior to the date of the leave. Accompanying the request should be an agenda or resume of the objectives of the meetings.
  - C. Two days each year are allotted as "Association Professional Leave Days." The purpose of this leave will be to allow the Association to send representatives to official functions of the National Education Association and its State and Uniserve District affiliates. This leave will be non-cumulative. The Association shall make formal request for the leave as specified in paragraph B of this section. Days used under this paragraph shall be deducted from the Sick Leave Bank.

5. Jury Leave: Absence of the employee due to being called for jury duty. Each employee shall be paid her/his regular salary provided said employee endorses all jury duty pay (except that allowed for actual expenses) over to the school district.
6. Extended Leave: An unpaid leave of absence from Unified School District No. 109 for a period of one year for the purpose of furthering education provided the employee returns to the original position the following year.
  - A. A request for an extended leave must be submitted in writing to the Board of Education by *March 1st* for the following year.
  - B. The Board will consider the merits of the application and decide whether or not the leave will be granted.
  - C. If the employee has a change of plans and does not plan on returning, they will notify the District by the date indicated for teacher resignation according to the State mandate.
7. Personal Leave:
  - A. Any day used under this provision must be approved by the building principal at least one (1) week in advance of such leave. Emergency situations may arise in which personal leave could be granted with less than one (1) week's notice. Personal leave should not be granted on a day preceding or following a vacation except in an emergency or for a legitimate business reason as determined by the principal.
  - B. Personal leave during non-substitutable contract days (including, but not limited to, parent-teacher conferences, teacher in-service and teacher work days) shall be granted at the discretion of the building principal. Such leave shall not generally be approved except in an emergency or for a legitimate business reason.
  - C. The building principal will be granted the authority to deny a personal leave in the event the requests outnumber the availability of approved substitutes.

### SECTION III: Pay for Unused Sick Leave

- A. The Board will pay for a maximum of one-half of a teacher's accumulated unused sick leave days at the current substitute teacher per day rate. This benefit is subject to the following:
  - (1) The teacher has attained the age of sixty (60) years or older and announced in writing her/his retirement from the district; *or*
  - (2) The teacher has qualified for the KPERS retirement benefits. *or*
  - (3) The event of the death of the teacher; *or*
  - (4) The event of the teacher's resigning from the district after having been employed for ten (10) consecutive years or more in U.S.D. No. 109, former U.S.D. No. 427 or former U.S.D. No. 455. *or*
  - (5) If a teacher is terminated as a result of provisions in the Reduction in Force policy, he/she will receive compensation for a maximum of twenty (20) sick leave days at the rate of half the substitute teacher's pay per day. (See ARTICLE V, SECTION I)
  - (6) The teacher shall be responsible for payment of any state and federal taxes on unused sick leave days.

#### SECTION IV: Sick Leave Bank

The Board of Republic County Unified School District No. 109 hereby establishes the authority for a Sick Leave Bank.

1. Days in excess of the maximum accumulation for employees as defined in Section I of this Article shall be credited to the sick leave bank at the time leave for the upcoming year is posted for employees to a maximum of *120* days total.
2. Each licensed employee initially contributed one (*1*) day of his/her sick leave to the Sick Leave Bank. If the number of days in the Sick Leave Bank drops to 25 days or less, each licensed employee will contribute one additional day to the Sick Leave Bank on *September 1* if he/she wishes to participate in receiving Sick Leave Bank days.
3. The day donated by the employee will be subtracted from the individual's accumulated sick leave.
4. No member may draw from the Sick Leave Bank until he/she has exhausted his/her own accumulated sick leave.
5. A first year teacher will be entitled to use no more than ten (*10*) days of the Sick Leave Bank.
6. The Sick Leave Bank will be used only to cover absence due to the employee's personal injury or illness or the illness of a spouse or dependent child that is hospitalized and under the care of a doctor. For clarification, Sick Leave Bank days may not be used for maternity leave after delivery of a normal, healthy baby.
7. The Sick Leave Bank may not be used to cover participants who are receiving pay from Workers Compensation or KPERS disability while off duty from the professional assignment in Republic County Unified School District No. 109.
8. To borrow from the Sick Leave Bank, the member must send a written application to the superintendent of schools.
9. The superintendent will notify the Sick Leave Screening Board (SLSB). The Sick Leave Screening Board shall consist of the superintendent, the teacher's building principal, and two (*2*) teachers. The teachers shall be appointed by the Association not later than *September 15* of each year and shall serve for the school year.
10. The granting of sick leave benefits shall rest with the discretion of the Sick Leave Screening Board. The reasons for a denial of benefits shall be made within five (*5*) days of the application date or if unusual circumstances exist, as soon as possible thereafter.
11. Teachers utilizing the Sick Leave Bank shall have his/her case reviewed periodically by the SLSB and shall present, upon request of the SLSB, additional information or documents which demonstrate the necessity for the continued use of the Bank. The SLSB may grant up to and including ten (*10*) days of additional leave to an employee at each convening. The SLSB shall reserve the right to request the applicant to submit to a physical

examination by a physician of the SLSB's choosing if Sick Leave Bank benefits are to be received for more than twenty (20) days. Cost of any physical examination conducted at the SLSB's request shall be borne by the Board of Education. The SLSB may allow a maximum of twenty (20) days per year to the participating employee when the employee's spouse or dependent child is ill or hospitalized and under the care of a doctor.

12. Termination of employment automatically cancels all sick leave benefits and credits.

## **ARTICLE IV GRIEVANCE PROCEDURE**

### **SECTION I: Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may result from interpretation of the Negotiated Agreement and/or administrative directive. These proceedings shall be kept confidential and as informal as possible.

### **SECTION II: Definitions**

1. "Grievance" shall mean a complaint based upon an alleged violation of the terms and conditions of this Agreement.
2. "Grievant" shall mean an employee of Republic County Unified School District No. 109, Republic County, Kansas, having a grievance.
3. "Days" shall mean those days the central administrative office is open unless otherwise indicated.

### **SECTION III: Procedures**

**Level 1** A grievant shall first take up his/her grievance with her/his immediate administrative supervisor in a private informal conference. In the event the aggrieved person is unsatisfied with the decision or if no decision is reached within five (5) days, the grievant may file the grievance, in writing, with the immediate administrative supervisor not more than five (5) days after the decision was rendered.

Within five (5) days after the receipt of the written grievance, the administrative supervisor shall meet with the grievant in an effort to resolve the grievance. The administrator shall submit his/her written decision to the grievant within five (5) days after the meeting.

If the grievant is not satisfied with the decision, she/he may notify the immediate administrative supervisor of his/her intent to continue the grievance at Level 2. This notification shall be in writing and shall occur within the next five (5) days.

Level 2 In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at Level 1, he/she may file the grievance, in writing, with the superintendent. A copy of the grievance and the notice to pursue resolution at Level 2 must be filed with the president of the Association at the time such notice is given to the superintendent. Within five (5) days after receipt of the written grievance, the superintendent shall meet with the grievant in an effort to resolve the grievance. The grievant may be accompanied by an Association representative and/or by legal counsel.

The superintendent shall issue a written decision concerning the grievance within five (5) days of the meeting.

If the grievant is not satisfied with the decision, he/she may notify the superintendent of his/her intent to continue the grievance at Level 3. Such notification shall be in writing and shall occur within five (5) days from the receipt of the superintendent's written decision or within ten (10) days from the meeting if no written decision is issued by the superintendent.

Level 3 If the aggrieved person is not satisfied with the disposition of her/his grievance at Level 2, the grievant may appeal the grievance to the Board within five (5) days from receipt of the superintendent's written decision or within ten (10) days from the meeting if no written decision is issued by the superintendent. The Board of Education shall, within thirty (30) days after receipt of the request, meet and confer with the grievant and render a decision. The grievant may be accompanied by an Association representative and/or by legal counsel. The decision of the Board shall be in writing and shall be issued not more than fifteen (15) days after the appeal hearing.

#### SECTION IV: Supplemental Conditions

1. Upon final determination of the grievance, no documents, communication, or records dealing with the process of the grievance shall be maintained in the personnel file of any of the participants of the grievance.
2. Failure to file a written grievance or appeal within the time limits designated, unless mutually extended, shall invalidate the grievance.
3. All grievance hearings shall be confidential.
4. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
5. No reprisals shall be taken by the Board or administration against any participant in the grievance procedure by reason of such participation.
6. The association as a group can file a grievance that deals with system-wide policies that affect teachers as a group. The grievance will commence at level 2.
7. A teacher's probation or suspension may be appealed using the procedure outlined in levels 1-2, Section III, Procedures of this article.



## ARTICLE V REDUCTION IN PROFESSIONAL STAFF WORK FORCE

### SECTION I: Philosophy and Guidelines

When it becomes necessary to reduce the number of licensed staff members in the district, teachers will be represented on any committee for reduction in force. Teacher representation will be selected from the affected building(s). The purpose of this committee will be to give input to persons making the final decisions in these matters. The following philosophy will govern release of staff members:

Because the school exists for the child and the main obligation of the Board of Education is to provide the best education possible, the Board will, through procedures carried out by the administration, determine which teachers can best serve the needs of the student.

The Board has the exclusive authority to eliminate licensed staff positions consistent with the provisions of this Agreement. Elimination of licensed staff positions may result from decreases in student enrollment, changes in the educational program, severe financial conditions, or other circumstances determined by the Board.

Such determination will be made in keeping with the following guidelines:

1. Following determination by the Board that a need exists to consider the reduction or elimination of licensed staff positions, the administration shall prepare a list of all licensed staff positions where staff reduction may be feasible and shall make recommendations to the Board concerning which staff positions may be eliminated with the least negative impact upon the instructional program of the district.
2. Upon determination by the board that one or more licensed staff positions shall be eliminated, the principals and administrative staff shall submit to the Board, the names of those teachers recommended for non-renewal of contract due to licensed staff reduction. Those recommendations shall be based upon the following factors.
  - a. Probationary status as explained in paragraph 4 below.
  - b. Academic degree status and certification.
  - c. Teaching performance as indicated by the written evaluations of skill and ability.
  - d. Present teaching assignment.
  - e. Length of service in the district.
  - f. Other duties in the district.
3. Should a vacancy due to retirement, resignation, or for any other reason occur for which the professional staff member being considered for contract non-renewal be qualified by current certification, qualification and successful performance in the district, that position shall be offered to the staff member as an alternative to contract non-renewal.

4. As defined by the courts of the State of Kansas, where there are tenured and non-tenured teachers in the department and all are qualified by competence, interest and training, the non-tenured teacher(s) shall be the first terminated when staff reduction is required.
5. The reduction in force will be announced at the earliest possible date in the school year.

#### SECTION II: Recall

1. If a teacher's contract is non-renewed because of elimination of position, that teacher's name will be placed on a recall list for a period of two (2) years. If a position becomes available during that period for which that teacher is qualified and licensed, the teacher will be notified of the vacancy by certified mail sent to the last known address.
2. Should the teacher be interested in renewing employment with the district, he/she shall complete and return appropriate application forms not less than ten (10) working days after the mailing date of the vacancy notice.
3. If the teacher is selected as a qualified applicant based upon the factors used in the reduction in force process as those factors currently apply to the teacher, the teacher will accept or reject the position in writing within three (3) days of the offer of employment. If the teacher rejects the appointment offer or does not respond within the time limits heretofore established, the name of the teacher will be removed from the recall list.

#### SECTION III: Retention of Benefits

1. If the recalled teacher has had a minimum of three (3) years successful service with Republic County Unified School District No. 109 and has been recalled within the stated period, the teacher shall retain full sick leave benefits and tenure.
2. If the teacher has had less than three years of successful service with Republic County Unified School District No. 109 and has been recalled within the two (2) year period, all sick leave, tenure, and any other benefits will be considered forfeited.

### **ARTICLE VI TEACHER EVALUATION**

U.S.D. 109 will use the *Charlotte Danielson Framework* evaluation system that meets the six required criteria for professional educator evaluation as established by the Kansas State Board of Education. The evaluation schedule of teachers will not exceed the Kansas statutory requirements.

## ARTICLE VII MISCELLANEOUS PROVISIONS

### SECTION I: Activity Passes

1. The immediate family of licensed staff (spouse and unmarried children who have not graduated from grade twelve [12] and are still in attendance in school and are accompanied by a parent) will be admitted free to all activities except activities hosted for other organizations which do not recognize licensed personnel.

### SECTION II: Vacancy Notices

1. When a teaching vacancy arises within the district during the school year, all licensed employees will be notified by an electronic posting and e-mail message.
2. Any licensed personnel, wishing to be notified during the summer of a vacancy for which she/he is qualified, will sign a notification form and return it to the Administration Office when summer addresses are returned.
3. The administration reserves the right to give such notification to qualified non-renewed employees first, in the event that non-renewal has been caused by staff reduction, lack of money, etc. If the qualified and licensed non-renewed employee is not interested in the vacancy, the above procedure will be followed.

### SECTION III: School Day and Year

1. The regular working school day shall be from fifteen minutes before school starts to fifteen (15) minutes after school ends or as authorized by the building principals. (05/14/2018)
2. The instructional day shall not exceed 7 hours and 10 minutes. (05/14/2018). The Board shall determine the organization of this time after receiving a proposal jointly recommended by the building principal and the faculty of the building whose schedule is being reorganized. The board may either approve or reject any proposal to modify a schedule without amending or changing it. The committee that would draw up the reorganization schedule would be made up of the building principal, one Board member, and three (3) faculty volunteers from that building. If this committee is unable to draw up a schedule proposal that is acceptable to the board by *February 1*, the Board has the authority to implement its own schedule with the expectation that high school teachers may be required to teach six (6) periods. If the committee as a group decides they need more time, they may request an extension to be approved by the Board. If the need arises to change the school schedule, length of class periods and starting and ending times to accommodate or participate in distance learning agreements or other cooperative educational programs, the aforementioned committee will convene to recommend a modification of the schedule to the board.

3. The teaching contract shall consist of 188 days or less as determined by the district calendar adopted by the Board of Education. Contract days may be used for such activities as curriculum study, orientation, in-service training, and check-out as established by the Board. If such activities are provided on less than one (1) day increments, the number of days for teaching as well as for such activities shall be determined by the number of actual days plus or minus the sum of said increments rounded to the nearest whole day.
4. Teachers new to the district shall work one (1) additional day prior to the first scheduled work day as scheduled by the administration.
5. All days will be subjected to the Leave provisions.

#### SECTION IV: Noon Duty

1. All teachers in the district will be provided a 25 minutes duty-free lunch break. Upon mutual agreement, any teacher assigned lunch duty outside the duty free lunch will be compensated.

#### SECTION V: Dues Deduction

The board shall provide for the automatic payroll deduction of dues for one organization of the teachers' choice as determined during the opening workdays of school. Requests for dues deduction shall be made in writing on a form provided by the board. Teachers who desire automatic dues deduction to the organization with the plurality or majority of votes as determined by the teachers shall be allowed that opportunity; however, after a decision is made to deduct dues, such deduction shall not be changed for the duration of the school year.

#### SECTION VI: Availability of Agreement

The Board of Education will arrange to post the negotiated agreement on the district's electronic web site for staff availability. Teachers new to the school district will be provided a printed copy upon initial employment as part of new teacher orientation activities.

#### SECTION VII: Contract Provisions

The provisions of the Teacher's Contract, a facsimile of which is attached to this Agreement as Exhibit C, shall be binding upon the Board and individual teachers as are the terms of this Agreement.

#### SECTION VIII: Hiring Principals

Teachers will be represented on an interview committee to provide input to the Board when hiring a building principal.

#### SECTION VIV: Snow Days

The calendar will limit the number of missed contract days according to the required minimal attendance days as outlined by the state department. Each additional day missed beyond the state requirement will be made up at the end of the year or another time as scheduled on the calendar. Make up days will be added to the calendar prior to the beginning of school.

#### SECTION X: Dress Code

Establishment and enforcement of dress codes will be left to the discretion of each Building Principal and will be incorporated into each Building Staff Handbook.

#### SECTION XI: Collaboration Time

The district calendar may have late start days throughout the year for teacher collaboration and school improvement work. Other collaboration time will be scheduled during full day in-service time as adopted on the district calendar of the Board of Education. (5/14/2018).

#### SECTION XII: Electronics Usage Policy

Teachers shall not use a cellular phone, send e-mails, access and use the Internet for personal uses during the regular duty day, unless teachers are on a designated break time or planning period. Since cell phones are used as a communications device for emergencies within the school, they may remain turned on. Cell phones may be used by coach/sponsor when they are not in a capacity where it would compromise the safety of the students (i.e. driving/coaching).

All staff will be required as a condition of employment to sign a Technology Acceptable Use Policy. Violations, depending upon the severity, may be grounds for disciplinary action up to and including revoking of Internet access for a period of time, suspension, termination, and/or appropriate legal action. Suspected violations of law will be referred to legal authorities. SEE EXHIBIT D.

#### SECTION XIII: Personnel Files

1. The files of a teacher shall be open to the inspection of the teacher during normal business hours, and at the written request of the teacher a representative of the association may inspect the teacher's file. The teacher shall have the right to respond to all material contained in said file, and such response shall be attached to the item to which it pertains and shall become a part of the file. No material derogatory to the teacher conduct, service, character, or personality shall be placed in the teacher's file until the teacher has had an opportunity to receive a copy.

2. The teacher and/or his/her representative shall have the right to reproduce any of the contents of his/her file.
3. There shall be only one official personnel file for each teacher. No separate personnel files shall be kept by the board or its agents. No punitive action or action related to compensation or job status shall be taken based on material other than that contained in the official personnel file except in an emergency. All material, which is included in the personnel file, shall be signed by the initiator and shall be dated.
4. Access to a teacher's file shall be restricted to authorized agents of the district on a need to know basis in order to discharge their official duties.

*SECTION XIV: Discipline of Teachers*

1. At least 24 hours before a conference with an administrator during which a teacher may receive a written reprimand, the teacher shall be advised of the nature of the meeting. The teacher is entitled to have present at the conference a representative of his or her choice. If the district employs the representative, the representative will be provided release time to attend the conference.
2. No disciplinary action shall be taken against any teacher on the basis of a complaint before a conference is held with the administrator and before the names of the complainants and the nature of the complaint, unless legally prohibited for release, have been communicated to the teacher in oral or written form.

## EXHIBIT A

## Salary Schedule for 2023-2024

[illegible]

EXHIBIT B

REPUBLIC COUNTY U.S.D. NO. 109

SUPPLEMENTAL PAY SCHEDULE 2022-2023

Supplemental pay is computed as a percentage of individual teacher's teaching contract salary for the standard school year.

In football, volleyball, basketball, wrestling, and track coaching, the high school coach will supervise that athletic program in grades 7 through 12. All other coaches in the sport (junior high and senior high) will serve as assistants to the head coach. The assistant coaching duties will be assigned annually by the head coach with the approval of the administration. The number of assistant coaches will be determined by the administration.

ATHLETIC COACHING STIPENDS

BASKETBALL:

Boys' Head Coach .....	11%
Boys' Head RCJH Coach .....	8%
Boys' Assistant Coach.....	7%
Girls' Head Coach .....	11%
Girls' Head RCJH Coach. ....	8%
Girls' Assistant Coach.....	7%

BASEBALL:

Head Coach .....	11%
Assistant Coach.....	7%

CROSS COUNTRY:

Head Coach .....	11%
Assistant Coach.....	7%

FOOTBALL:

Head Coach .....	11%
Head RCJH Coach .....	8%
Assistant Coach.....	7%

GOLF:

Head Coach .....	11%
Assistant Coach.....	7%

TRACK:

Head Coach .....	11%
Assistant Coach.....	7%

VOLLEYBALL:

Girls' Head Coach .....	11%
Girls' Head RCJH Coach. ....	8%
Girls' Assistant Coach.....	7%



EXHIBIT B (Continued)

SOFTBALL:

Head Coach.....	11%
Assistant Coach.....	7%

WEIGHT ROOM SUPERVISION:

Summer.....	8%
<i>(8% is split between number of coaches that are assisting- 8% for boys – 8% for girls)</i>	
Winter.....	3%

WRESTLING:

Head Coach.....	11%
Assistant Coach (RCHS/RCJH).....	7%

OTHER ACTIVITY STIPENDS

ADMINISTRATIVE SUPERVISION .....	6%
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DRAMATICS AND FORENSICS (RCHS).....	7%
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Assistant for Drama and Forensics .....	3%
Plays (Limit of 1 Play ).....	4%
Assistant for Play .....	2%

YEARBOOK SPONSOR .....	4%
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Extended Contract (10 days)

CONCESSIONS SPONSOR:

RCHS .....	4%
RCJH.....	2%

MUSIC:

RCHS Instrumental Groups .....	11%
RCHS Vocal Groups.....	11%
RCJH Instrumental Groups.....	7%
RCJH Vocal Groups .....	7%

CHEERLEADER COACH:

RCHS .....	11%
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STUDENT COUNCIL SPONSOR:

High School .....	6%
Junior High.....	3%

VOCATIONAL DEPARTMENT:

Agriculture .....	1/9 for Extra Month
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Vocational Agriculture Sponsor (7/31/2023)

Head Sponsor .....	9%
Assistant Sponsor.....	7%

EXHIBIT B (Continued)

CLASS SPONSOR:

Senior Class .....	4%
Junior Class .....	6%
8 <sup>th</sup> Grade Class .....	1%

SCHOLARS BOWL: .....	8%
JH SCHOLARS BOWL .....	3%

KAYS: .....	6%
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FBLA: .....	6%
FBLA ASSISTANT .....	2%

FCCLA: .....	6%
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ART SPONSOR.....	7%
<i>(added 7/27/2022)</i>	

SENIOR CLASS PROJECT LEADERS **(7/31/2023)**

Senior Project Director (1) .....	8%
Assistant Senior Project Leaders (up to 3) .....	4%

NATIONAL HONOR SOCIETY .....	1%
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OTHER SUPPLEMENTAL DUTIES:

The listing of the following positions in no way guarantees that the position will continue to be offered as the board retains the right to fill or not fill the positions and the right to change the amount of pay with the agreement of the teacher.

Activity Director .....	1/9
RCJSHS Counselor .....	1/9
East Counselor .....	1/9
SILT District .....	Per Diem
SILT RCJSHS .....	Per Diem
SILT Belleville East .....	Per Diem

EXHIBIT C

**REPUBLIC COUNTY U.S.D. NO. 109  
TEACHER'S CONTRACT FOR 2023-2024**

This contract, made and entered into, in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Board of Education of Republic County Unified School District No. 109, Republic County, State of Kansas, hereinafter called "Board" and \_\_\_\_\_ hereinafter called the "Teacher" for the position of \_\_\_\_\_.

Teaching Salary: \_\_\_\_\_ Hours: \_\_\_\_\_  
Years of Experience: \_\_\_\_\_ \$ \_\_\_\_\_

Compensation for extra duties and activities as follows:

_____	_____ %	\$ _____
_____	_____ %	\$ _____
_____	_____ %	\$ _____
<b>TOTAL:</b>		\$ _____

The parties hereto agree that Teacher shall be employed by Board as an employee of Republic County U.S.D. No. 109, Republic County, Kansas for the school year 2023-2024 as defined and scheduled by Board which shall include \_\_\_\_\_ contract days commencing \_\_\_\_\_, 2023, at a total salary listed above for said year, on or about the 25th day of each month beginning \_\_\_\_\_, 2023.

1. The service to be performed by Teacher hereunder shall be as determined and assigned by the superintendent of schools, and the Teacher shall be subject to the policies, orders, rules and regulations of the Board; however, said policies, orders, rules and regulations are not a part of this contract. The Board may transfer or reassign the Teacher to any educational project or program of the school district for which the Teacher is qualified. Such change in assignment will be made only in case of emergency or hardship in the educational program. Any case of emergency or hardship shall be determined by the Board.
2. This contract is contingent upon the Teacher being and remaining certificated during the term of employment hereunder with respect to the position for which the Teacher is employed as provided by law, and in the event the Teacher shall be unable to furnish to and maintain with the Board an applicable Kansas Instruction Certificate to be in full force and effect during the term of employment hereunder, this contract shall be null and void or terminated and canceled.
3. As a condition to entering or continuing employment, Teacher is required to submit a certification of health signed by a licensed physician, the expense thereof to be borne by the Teacher, as provided by K.S.A. 72-6266.
4. In the event the employment of Teacher hereunder shall be terminated for any reason prior to the expiration of the school year, the salary as hereinbefore specified shall be adjusted and paid on the basis of that amount, which when added to the compensation theretofore paid, shall bear the same relationship to the total salary above specified as the number of days of actual duty prior to the effective date of the school year as defined and scheduled by the Board.
5. In the event Teacher is absent from duty except as hereinafter specified, deduction shall be made from the salary for each day of absence as provided by the policies and regulations of the Board. Deductions shall not be made in the event such absence is covered by sick leave or the result of other authorized absence in accordance with and subject to the policies and regulations of the Board.
6. This contract is subject to the terms and provisions of the Kansas Cash Basis Law and the Kansas Budget Act, and amendments thereof or supplements thereto respectively.

(SEAL) WITNESS OUR HANDS ON THE DAY AND YEAR FIRST ABOVE WRITTEN:

\_\_\_\_\_  
PRESIDENT, BOARD OF EDUCATION  
UNIFIED SCHOOL DISTRICT 109

ATTEST: \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
CLERK, BOARD OF EDUCATION

\_\_\_\_\_  
TEACHER

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

EXHIBIT D

**Republic County Schools USD 109**

**Employed Staff  
Technology Acceptable Use Policy and Agreement**

Use or access to district computers, computer software, and the computer network shall be limited to district employees and students unless written administrative approval is given to others for such access. Staff shall not send personal email or access the Internet for personal use during the regular duty day, unless they are on a designated break time or planning period. I understand that all computer use is subject to review by the administration and the board of education.

Only software purchased by the district may be loaded onto district computers. Software licensed to the district shall not be used on computers not owned by the district unless said license permits such use.

This policy applies to all district computer equipment, copy machines, data libraries, and programs.

I understand that any violation of the district guidelines may be considered unethical and may constitute a criminal offense. Violations, depending upon the severity, may be grounds for disciplinary action up to and including revocation of Internet access for a period of time, suspension, termination and/or appropriate legal action. Suspected violations of law will be referred to legal authorities. See the examples of uses that are not permitted. These examples are not considered all inclusive and are provided as guidance.

Users are responsible for their own behavior and communications over these networks. The District will not be responsible for financial obligations arising through unauthorized use of the system. It is presumed the users will comply with the district's policies and guidelines and will honor the agreement they have signed.

I understand and will abide by guidelines for the use of computer technology and access to the Internet provided by Republic County Schools USD 109. I also understand that this form will be kept in my personnel file at the USD 109 Board of Education office.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Printed Name \_\_\_\_\_

Building(s) Assignment \_\_\_\_\_

EXHIBIT D

**REPUBLIC COUNTY SCHOOLS USD 109**

**Examples of Computer Non - Acceptable Use**

The following are examples of actions that are not permitted, but should not be considered all inclusive.

- Sending or displaying offensive messages or pictures
- Sending spam, letter-bombs, chain letters, viruses or any other type of communication disruptive to the computer network
- Using language that is obscene, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful or otherwise considered inappropriate in public or private messages or on a web page
- Harassing, insulting or attacking others
- Intentionally damaging computers, computer systems, computer files, or computer networks
- Malicious interference with the operation of a computer, computer system or computer network
- Intentionally violating copyright laws
- Using another's password without permission or in cases of emergencies
- Trespassing in another's folders, work or files without permission
- Intentionally wasting computer resources
- Employing the network for commercial or political purposes
- Accessing or creating material that is profane, offensive, abusive, slanderous or obscene (pornography)
- Accessing or creating material that advocates illegal or dangerous acts
- Accessing or creating material that advocates violence or discrimination towards other people (hate literature)
- Any use that is an intentional disruption of the educational and administrative goals of the District
- Incurring a financial obligation for the District without advance authorization through accepted District procedures