

USD 323 Rock Creek Schools

Negotiated Agreement **2022-2023**



Between
Rock Creek Educators
And
Unified School District No. 323
Board Of Education

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U.S.D. 323 NEGOTIATED AGREEMENT PREAMBLE

The Board of Education, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of Kansas and of the United States.

The exercise of the powers, rights, authority, duties, and responsibilities by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the agreement, and then only by the specific and express terms of the agreement, and then only to the extent such specific and express terms thereof are in compliance with the Constitution and Laws of the State of Kansas and the Constitution of the United States.

This agreement shall govern the rights, as provided in this agreement, of the Board of Education (Board) and Rock Creek Educators (RCE) during the effective period from July 1, 2022 through June 30, 2023. This agreement, together with all terms, conditions, and effects thereof, shall expire on June 30, 2023. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

All negotiated items shall continue in force for one year and then automatically expire unless renegotiated and approved by the Board and teachers' negotiating unit.

ARTICLE I. ASSOCIATION RIGHTS

Section 1. Reproduction of Agreement

The negotiated agreement will be available in the school offices, on the school district web-site, all teachers will get the document through e-mail, and on the I: drive. Teachers may print copies as needed.

Section 2. Dues Deductions

Teachers' professional dues will be handled as a payroll deduction during the month of September. New teachers, hired after the October 10th deadline of any contract year, may arrange for dues deduction, by written notification to the U.S.D. 323 Clerk ten (10) days prior to the first paycheck.

The RCE may update the membership roster at the first in-service day prior to the beginning of the in-service meeting.

It shall be the responsibility of the RCE to provide to the U.S.D. 323 Clerk a complete list

annually of members and the amount to be deducted from each member's total compensation. The President of RCE will furnish to the Superintendent a list of officers ten (10) days following their election.

ARTICLE II. REGULATIONS RELATING TO WAGES

Section 1. Additional Hours, In-service Points Declaration

Teachers who plan to obtain additional college credit which could change their classification on the compensation schedule shall provide the District Office, by May 1 each year, with the title of the course(s) and the number of college hours and/or in-service points to be taken. Graduate hours shall be required to advance on the educational columns of the compensation schedule. However, the Superintendent may approve undergraduate credits (related directly to the teaching assignment) prior to taking the coursework. This would then be counted for advancement on the educational columns. Undergraduate credits shall not be retroactive, and a maximum of three (3) undergraduate hours may be allowed during any one (1) year period.

Implementation in-service points, up to 40 per year, will count for compensation advancement. Twenty application and/or impact points are equivalent to one college hour for movement on the compensation schedule. Movement to Column 5 (M.S.) requires a Master's Degree. Half of the points required for movement to the next column must come from college credit and half of the points can come from application and/or impact PDC points. Vertical movement is limited to 1 step per year.

Section 2. Denial of Compensation Increase

The Board retains the right to deny an increase in total compensation to any teacher who, in the judgment of the Board, has not performed his/her professional responsibilities satisfactorily. Compensation is defined as base salary, educational increments and experience increments. However, in no case will the total compensation on a continuing contract be less than the amount received in the previous year for the same services. Denial of an increase shall be determined by the recommendation of the building principal and based on written evaluations.

However, in no case will the denial of an increase in total compensation occur to a teacher who has not been given a probationary contract. Any loss in total compensation may be restored by the Board provided the teacher's inadequacies have been resolved.

Section 3. Payment Procedure

- a. Teachers shall receive their annual compensation in 12 equal payments beginning in September of each year, or before the 25th day of each month, with such deductions as are required by law, or as provided by the Negotiated Agreement.
- b. A lump-sum payment will be made for the pay periods of June, July and August provided the teacher notified the Superintendent in writing on or before April 1. Once a request is properly submitted to the Superintendent, the notice will remain in effect until rescinded in writing by the teacher. Lump-sum payment will be made on or before June 25 of each year, provided all contract obligations have been fulfilled and approved by the building principal or Superintendent and monies have been received from the state. All deductions required by law or provided by the Negotiated Agreement shall be deducted from the lump-sum payment.

Section 4. Mileage Allowance

Teachers with teaching responsibilities in two or more attendance centers in the District shall be allowed reimbursement at the rate set by the State of Kansas when using a personal vehicle for trips from the assigned home school to the other attendance center(s). Payment will be based on actual mileage turned in by the teacher.

Section 5. Teacher Conduct

Teachers will not promote, encourage, support or engage in strikes or work slowdowns. Teachers will not initiate sanctions or other similar activities against the District. Teachers will not discuss negotiations or make references about negotiations to students.

Section 6. Compensation Schedule with Education and Experience Increments

Through June 30, 2022, the salary schedule will be eliminated from the negotiated agreement. Less than full-time contracts will be prorated by the FTE percentage of their contract. The enclosed salary schedule will be used for initial placement, supplemental salaries, and horizontal movement.

EXP STEP	U.S.D. 323 Teachers' Compensation Schedule 2022-23 for Initial Placement of Teachers						
	1 BS	2 BS+10	3 BS+20	4 BS+30	5 MS	6 MS+15	7 MS+30
0	\$ 42,050	\$ 42,650	\$ 43,250	\$ 43,850	\$ 45,050	\$ 45,650	\$ 46,250
1	\$ 42,450	\$ 43,050	\$ 43,650	\$ 44,250	\$ 45,450	\$ 46,050	\$ 46,650
2	\$ 42,850	\$ 43,450	\$ 44,050	\$ 44,650	\$ 45,850	\$ 46,450	\$ 47,050
3	\$ 43,250	\$ 43,850	\$ 44,450	\$ 45,050	\$ 46,250	\$ 46,850	\$ 47,450
4	\$ 43,650	\$ 44,250	\$ 44,850	\$ 45,450	\$ 46,650	\$ 47,250	\$ 47,850
5	\$ 44,050	\$ 44,650	\$ 45,250	\$ 45,850	\$ 47,050	\$ 47,650	\$ 48,250
6	\$ 44,450	\$ 45,050	\$ 45,650	\$ 46,250	\$ 47,450	\$ 48,050	\$ 48,650
7		\$ 45,450	\$ 46,050	\$ 46,650	\$ 47,850	\$ 48,450	\$ 49,050
8		\$ 45,850	\$ 46,450	\$ 47,050	\$ 48,250	\$ 48,850	\$ 49,450
9		\$ 46,250	\$ 46,850	\$ 47,450	\$ 48,650	\$ 49,250	\$ 49,850
10			\$ 47,250	\$ 47,850	\$ 49,050	\$ 49,650	\$ 50,250
11			\$ 47,650	\$ 48,250	\$ 49,450	\$ 50,050	\$ 50,650
12			\$ 48,050	\$ 48,650	\$ 49,850	\$ 50,450	\$ 51,050
13				\$ 49,050	\$ 50,250	\$ 50,850	\$ 51,450
14				\$ 49,450	\$ 50,650	\$ 51,250	\$ 51,850
15				\$ 49,850	\$ 51,050	\$ 51,650	\$ 52,250
16				\$ 50,250	\$ 51,450	\$ 52,050	\$ 52,650
17					\$ 51,850	\$ 52,450	\$ 53,050
18					\$ 52,250	\$ 52,850	\$ 53,450
19					\$ 52,650	\$ 53,250	\$ 53,850
20						\$ 53,650	\$ 54,250
21						\$ 54,050	\$ 54,650
22						\$ 54,450	\$ 55,050
23							\$ 55,450
24							\$ 55,850
25							\$ 56,250

ARTICLE III. FRINGE BENEFITS

Section 1. Tax-Sheltered Annuities

Provisions for tax-sheltered annuities will be made available to teachers.

Section 2. Health Insurance

Fringe benefits for all teachers contracted 20 hours or more per week, shall be a paid full single health insurance benefit. Health insurance program will be selected by the BOE, with yearly teacher input from the IBB team.

Section 3. Compensation Reduction Plan

The Board will establish a compensation reduction plan qualified under Section 125 of the Internal Revenue Code. Benefits and carriers will be established by the Board.

ARTICLE IV. SUPPLEMENTAL SALARIES

Section 1. Duty-Free Lunch

Supervision of students is the responsibility of all the teaching staff of U.S.D. 323. Scheduling to rotate supervisor responsibilities among the staff may be utilized to free teachers from daily responsibilities. The building principal shall develop a schedule to provide teachers with a minimum of 25 minutes per day of duty-free lunch. Building principals will not assign lunchroom supervision to teachers.

Section 2. Driving to Activities

Coaches and group sponsors covered under this contract shall receive pay for driving activity trips in vehicles that require the driver to have a Commercial Driver's License as scheduled:

0-25	miles one way	\$12.75
26-40	miles one way	\$16.50
41-60	miles one way	\$20.25
61-80	miles one way	\$24.00
80 and over	one way	\$27.75

Expenses for obtaining a (CDL) driver's license and \$250.00 toward the required physical examination will be reimbursed by the District; defensive driving and first aid training will be paid by U.S.D. 323.

Section 3. Mileage Reimbursement

Teachers shall use school-owned vehicles when transporting students and/or for all school related trips. When no school vehicles are available the building principal may authorize use of personal vehicles to be reimbursed at the rate set by the State of Kansas.

Section 4. Termination of Supplemental Assignments

The termination of supplemental assignments shall be discretionary with the Board. Notice shall be by June 15. Should circumstances cause the cancellation or curtailment of the supplemental assignment for which the teacher was contracted, the teacher shall be notified within one week after the season was to begin. In the case of cancellation, the teacher shall be relieved of all or a portion of his/her responsibilities in connection with said supplemental assignment and supplemental pay shall be eliminated. In the case of curtailment, supplemental pay shall be reduced by an amount commensurate with the duties performed.

Section 5. Activities Beyond the Duty Day

Extra-duty activities shall be compensated at the rate of \$10.00 per hour, with a two-hour minimum. The teacher is responsible for providing a replacement when unable to fulfill the obligation if they have agreed to work an activity. At the rate of \$15 per hour, teachers may serve as "School Representative," for activities,

Elementary teachers will be compensated for supervision for any music programs during the school year beyond their first program.

Section 6. Supplemental Assignment Salary Schedule

All supplemental assignment salaries stated as a percentage shall be calculated as a percentage of the supplemental salary schedule.

The amount shall be determined by multiplying the appropriate percentage by the appropriate experience step (column 2) on the salary schedule for the purpose of computing supplemental salaries, the column will continue indefinitely.

The following percentages shall apply:

Assessment Coordinator-District	12%	Music, Vocal 9-12	7%
Baseball, Head HS	12%	Music, Instrumental 5-12	9%
Baseball, Asst. HS	8%	Music, Vocal K-4	4%
Basketball, Head HS Boys	12%	Music, Vocal 5-8	4%
Basketball, Asst. HS Boys	8%	Music, Instrumental 5-8	4%
Basketball, Head MS Boys	8%	Music, Asst. Instr. 9-12	2.86%
Basketball, Asst. MS Boys	6%	Musical Asst.	3.5%
Basketball, Head HS Girls	12%	National Honor Society	1%
Basketball, Asst. HS Girls	8%	PDC, RC	1%
Basketball, Head MS Girls	8%	PDC, SG	1%
Basketball, Asst. MS Girls	6%	PDC, WE	1%
BLT (6 each SG, WE,RCM,RCH)	1%	PDC-Chair	2%
FBLA	8%	Play, HS (per play)	6%
RC Cable Channel Facilitator	5%	Play, MS (per play)	3%
Cheerleader, HS	9%	Renaissance HS	6%
Cheerleader, MS	5%	Renaissance MS	2%
Cheerleader, Wrestling	4%	Rock Creek Club	1%
Class Sponsor, 9th Grade	1%	SADD	1%
Class Sponsor, 10th Grade	1%	Robotics Club	4.5%
Class Sponsor, 11th Grade	2%	Softball, Head HS	12%
Class Sponsor, Senior	1.5%	Softball, Asst. HS	8%
Cooperative Learning Coaching	3.5%	SIT, K-4 Co-Chair	2%
Cross Country, Head HS	12%	SIT, 5-8 Co-Chair	4%
Cross Country, Head MS	8%	SIT, 9-12 Co-Chair	4%
Cross Country, Asst.	8%	Strength & Conditioning	8%
CTE (Career & Tech Ed Coordinator)	7%	Student Council, HS	2%
Debate	10%	Student Council, MS	2%
Debate, Asst.	6%	Track, Head HS	12%
Exit Projects-5	6%	Track, Asst. HS	8%
Exit Project Coordinator	8%	Track, Head MS Boys	8%
FCCLA, HS	8%	Track, Head MS Girls	8%
FCCLA, MS	3%	Track, Asst. MS	6%
FFA	8%	Volleyball, Head HS	12%
Football, Head HS	12%	Volleyball, Asst. HS	8%
Football, Asst. HS	8%	Volleyball, Head MS	8%
Football, Head MS	8%	Volleyball, Asst. MS	6%
Football, Asst. MS	6%	Wrestling, Head HS	12%
Forensics	10%	Wrestling, Asst. HS	8%
Forensics, Asst.	6%	Wrestling, Head MS	8%
HiQ/Scholars Bowl	6%	Wrestling, Asst. MS	6%
Intramurals K-4 (per activity)	2%	Yearbook/Journalism	6%
Jazz Band	6%	ZAP HELPS MS or HS	5%

Teachers of U.S.D. 323 will be given consideration in the filling of all supplemental vacancies. However, the Board of Education reserves the right to hire individuals who do not hold a teaching contract in U.S.D. 323 to fill vacancies in supplemental assignments. These individuals will not become a part of the bargaining unit and may or may not be compensated for their supplemental duties in accordance with the supplemental schedule as listed herein.

The Board reserves the right to select those supplemental duties required annually for percentage compensation and fixed compensation. The Board further reserves the right to assign personnel to determine the number of staff assigned to each duty and to establish the compensation for the first year of the assignment, delete or add activities and supplemental duties to those listed.

For any new or revised supplemental contracts, the superintendent and RCE President will agree upon the salary percentage and the relevant coach or sponsor will keep a log of his or her supplemental hours during the first year of the new or revised supplemental duty. The salary percentage will then be subject to negotiation at the end of the year.

ARTICLE V. AMOUNT OF WORK

Section 1. Length of Contract

The contracts for all returning teachers in 2022-23 shall include 188 duty days as scheduled by the Board. Classroom teaching days shall not exceed 183 days. The first-year contract for all teachers beginning employment in U.S.D. 323 shall not exceed 190 days. One (1) full work day shall be guaranteed prior to the beginning of the school year.

Section 1.1. Extended School Year

In the event of a pandemic, weather, or other issues resulting in missed school days that cause a building or the district to fall short of the KSDE hourly requirement, the following hierarchy will be used:

1. Add minutes to the end of the day (not to exceed 30 minutes).
2. Non-contact days would become contact days.
3. Add days that would eliminate vacations and holidays (excluding Thanksgiving Day, Friday after Thanksgiving, and Christmas Eve through New Year's Day).
4. Add days at the end of the school year.

Section 2. Contracts

All teachers' contracts shall be an agreement to teach in U.S.D. 323, and the

Superintendent shall have the right to make all teaching assignments and/or appointments and the right to change the assignment as determined by the Superintendent.

Section 3. Duty Day

A contract/duty day is eight hours, unless otherwise designated on the calendar (ex. ½ day). Contract/duty day start times will be determined by building principals. Teachers will be expected to be on duty, prepared for the start of the day, and to participate in necessary professional responsibilities, such as IEP's, staff meetings, etc. that occur within the 8-hour contract/duty day. One staff meeting per month will be allowed outside of the 8-hour contract/duty day time. This meeting shall not extend beyond 45 minutes of the established contract/duty day. Emergency staff meetings for crisis situations are always allowed in addition to the regularly scheduled monthly staff meeting

Section 4. Planning Time

All elementary and secondary classroom teachers shall be provided planning periods averaging 50 minutes per day. Multi-age teams of elementary teachers, upon request, will be provided four additional planning days subject to school district limitations on substitute teachers resulting from the Affordable Care Act. When a K-12 teacher substitutes or covers another class during his/her planning period, he/she will be compensated at pro-rated substitute salary or he/she will be allowed full-time reimbursement of that time which could be used for late arrival or early departure from school. This team release could not be used if a substitute is needed and must have prior approval from building principal.

Team or Individual plan time within the contract day.

50-minutes average plan time will be achieved by:

- 45-minutes average of continuous plan time between first bell and dismissal bell, and
- Protecting one (1) day/week (the same day) from regularly scheduled meetings/trainings.

Section 5. Group Sponsors

Teachers shall attend all school functions involving groups which they sponsor, or the teacher shall make arrangements for a substitute. Any substitute must be approved in advance by the building principal or Superintendent.

Section 6. Teacher cooperation

Each teacher is expected to work cooperatively with other staff members. Teachers shall assist other teachers by taking part of their responsibilities when determined necessary by the building principal.

Section 7. Definitions

Plan Day – Day planned by the building principal for faculty to gather, study, analyze, process or obtain educational information.

In-Service Day – District in-service days planned by the USD 323 Administrative team. All faculty are expected to participate.

Work Day – Day provided for faculty to work on their physical room, lesson planning, or other school related tasks; primarily within the confines of the assigned building. Principals may grant teachers the opportunity to go to other schools to collaborate when requested by the teacher.

Comp Day – Day off to make up for parent teacher conferences outside of the regular work day.

Flex Day – If all work is complete and building administration approves this could be time off.

Teacher Collaboration Time – Day planned by the building leadership team (BLT) for faculty to gather, study, analyze, process or obtain educational information.

ARTICLE VI. LEAVE POLICIES

Definitions

1. Leave is defined as absence from duties for personal illness, illness of a child, or personal business.
2. Bereavement Leave is defined as those activities involving the death of a family member or friend.
3. “Full daily pay” is defined as a teacher’s total contracted salary subject to the continuing contract law (placement on the salary schedule, plus academic extension pay, divided by the total number of days for which the teacher is contracted, 189.5). Full daily pay does not include pay provided the teacher through a supplemental contract(s).

4. “Sub Deduction (Substitute teacher expense deduction)” is defined as 110% of the daily substitute teacher pay rate; for equity it is employed even on days/situations when no substitute is required.

Leave

Teachers are granted eleven (11) days of Leave plus two (2) days of Bereavement per year. Leave is cumulative to a maximum of 100 days, the next year’s allowance of eleven (11) days will be added to that 100 days cumulative to a maximum of 111 days. Bereavement leave is not accumulated. Leave days subject to the teacher receiving his/her “full daily pay” amount less Sub Deduction will still be deducted from the teacher’s accumulated Leave balance.

A teacher may utilize Leave when reasonable notice (one day per day of Leave) is given to the building principal, or designee, or immediate supervisor prior to use of the Leave in every case where possible. The teacher will not be required to give a specific reason when the individual Leave request qualifies for one of the Leave categories. Whenever a teacher takes a Leave day immediately before or after a work day, the work day will be charged as part of that Leave unless the teacher fulfills his/her grade preparation duties or other required duties prior to the work day.

Personal Illness (Sick Leave) – A teacher will receive “full daily pay” until the maximum number of accumulated Leave days has been exhausted, the teacher’s last contract day, or until the teacher qualifies for KPERS benefits. The teacher must have a Leave balance verified by the administrator in order to take Leave. If the teacher has exhausted all Leave, the teacher will receive his/her “full daily pay” less sub-deduction.

Family Illness (Spouse, Child, or Parent) – In the event an illness of a teacher’s spouse, child, or parent requires the teacher to be absent from his/her professional duties, the teacher will receive “full daily pay” until the maximum number of accumulated Leave days has been exhausted or until the teacher’s last contracted work day. The teacher must have a Leave balance verified by the administrator in order to take Leave. If the teacher has exhausted all Leave, the teacher will receive his/her “full daily pay” less sub-deduction.

Illness of Others – The teacher will receive his/her “full daily pay” for up to five (5) days per occurrence. If a single illness Leave exceeds five (5) days, the teacher will receive his/her “full daily pay” amount less Sub Deduction beginning the sixth (6th) day and for the duration of the Leave. The teacher must have a Leave balance verified by the administrator in order to take Leave. If the teacher has exhausted all Leave, the teacher will receive his/her “full daily pay” less sub-deduction.

Bereavement – Full time teachers shall be granted two (2) days of Bereavement leave per contract year. In addition, any unused Leave may be used for administering the usual amenities following the death of immediate family members (spouse, child, parent, sibling, grandparent, grandchild, step children, or foster children of the teacher or spouse).

Personal Business- The teacher will receive “full daily pay” for up to three (3) days per occurrence. If a single personal business Leave exceeds three (3) days, the teacher will receive his/her “full daily pay” amount less sub-deduct beginning the fourth (4th) day and for the duration of the Leave. Personal business days will not be granted on a professional development day, a state assessment day, a parent/teacher conference day, or immediately prior to or following a school holiday or vacation day. The building principal shall have the authority to waive this restriction upon application and explanation of extenuating circumstances. The teacher must have a Leave balance verified by the administrator in order to take Leave. If the teacher has exhausted all Leave, the teacher will receive his/her “full daily pay” less Sub Deduction. Positions requiring no substitute will still be subject to a sub-deduction.

Note: Leave allowances will be pro-rated for teachers contracted less than full time, using the teacher’s contract relative to full time teachers as the basis for pro-ration.

Emergency Leave Pool (ELP) –

New staff will automatically have 1 day deducted from their sick leave for placement in the Emergency Leave Pool, unless the new employee opts out on or before September 20. New staff members, that choose to participate, will donate regardless of the number of days in the leave pool, cumulative to a maximum of days equal to, two (2) times the number of staff covered by the negotiated agreement. Membership in the ELP is considered continuous unless written notice of withdrawal of membership is received by the District Secretary on or before September 20, of the contract year. In the event that the number of days in the emergency leave pool falls below 50 days, staff (who are members) will contribute ½ sick day to replenish the pool. Members who retire from the district or terminate from the district in good standing may donate the number of days they have accrued to the ELP. Maximum number of days allowed in the Emergency Leave Pool is not to exceed days equal to, two (2) times the number of staff covered by the negotiated agreement. Days contributed are forfeited to the pool and cannot be reclaimed upon transfer or retirement. All leave granted but not used by the employee must be returned to the ELP.

Emergency Leave Pool Committee. The emergency leave pool committee shall consist of one RCE building rep from each building. RCE building reps may not vote on their own or family ELP

requests. A majority vote will determine the outcome of a request to withdraw days from the leave pool.

Eligibility. The member requesting additional days must have used all of his/her personal and sick leave days.

Limitations. Routine child care, routine pregnancy and birth (including cesarean), non-life threatening elective surgery, short-term illness such as common cold, influenza, etc. will not be considered for awarding of emergency leave pool days.

Requests. A written request for emergency leave days shall be forwarded to RCE following the depletion of the member's leave accumulation. The RCE President shall notify the Emergency Leave Pool Committee, Superintendent, and building administrators of the request and set a meeting for determination within five (5) school days after the request has been received. In the event that a member is physically or mentally unable to make a request to the ELP Committee, a family member or agent may file the request on the member's behalf.

Each employee (or family member or agent if employee is physically or mentally unable) shall sign an ELP Waiver Form stating that he/she is aware of the provisions of the ELP and also that he/she relieves the ELP Committee and USD 323 – Rock Creek from any liability as a result of action taken by the ELP Committee.

Determination. The ELPC will determine the eligibility for use of the pool and the amount of leave to be granted. The ELP Request Form shall be accompanied by a physician's statement verifying catastrophic illness/ injury when applicable and attesting to the individual's incapacity to perform assigned duties. The ELPC may require any additional documentation they deem necessary to substantiate the request to receive days from the pool. All decisions by the ELPC are considered final

When an employee reaches or is likely to reach 180 calendar days of absence, a good faith application for KPERS and Social Security disability benefits must be filed. Failure to pursue the disability benefits will result in denial of additional days of Leave granted from the ELP.

ACCUMULATION OF LEAVE AND REIMBURSEMENT

Upon completion of the contract year and pursuant to a request submitted by the teacher, the District will reimburse the teacher under the following conditions for the number of Leave days which have not been used. Except for part time teachers, payment will not be made for fractional days. Before being eligible for buy back, the teacher must have a minimum of 20 days accumulated to carry over to the next contract year (any days in excess of 20 days may be sold back). Teachers who are retiring will be allowed to sell back all accumulated leave.

1. The Board shall honor such requests not to exceed a total expenditure of \$30,000 (the \$30,000 includes all teachers eligible for buy back under district policy).
2. The district will divide \$30,000 by the total number of days submitted for buy back. The quotient shall become the daily reimbursement up to a maximum of \$90 per day.

A Buy Back form will be distributed by May 15 of the contract year. The employee will submit the completed Buy Back form to the District Office no later than the last contract day.

MATERNITY -- PARENTAL LEAVE

Maternity Leave: Pregnancy and pregnancy related illnesses that prevent a teacher from performing her duties are illnesses to which the Leave policy applies.

Fathers or mothers may utilize Leave following the birth of the teacher's child or following the adoption of a child by the teacher. The Leave can be utilized even though the teacher is physically able to resume employment. Adoption does not include providing care for a foster child in the teacher's home.

If both parents are teachers in the school district, only one will be granted parental Leave. The teacher-parents will elect which one will take the Leave.

A teacher requesting parental Leave shall attempt to make the request to the building administrator at least two (2) weeks in advance of the anticipated date of Leave.

PROFESSIONAL LEAVE

Each individual teacher will be granted professional Leave through the building in which he/she has been assigned as a "home school". Each teacher shall be guaranteed at least one professional Leave day to be used at his/her discretion if a sub can be secured. Professional Leave must align with District & Building Improvement Goals.

ACADEMIC CONTEST ADJUDICATION OR ACADEMIC PRESENTATION

Academic contest, adjudication, or academic presentation, will be handled as professional or Leave using the following procedure:

1. The teacher under the professional Leave provisions of the negotiated agreement submits a professional Leave request to the building principal.
2. The Principal approves or denies the professional Leave request.
3. If the professional Leave request is denied the teacher may request a Leave day under the Leave provision of the negotiated agreement.

4. All pay and reimbursement of expenses received from the organization requesting the services of the teacher will be the property of the teacher.

ASSOCIATION LEAVE

RCE will be granted three (3) days Leave per year. This will be allowed for association business and shall be subject to prior approval procedures presently employed.

ARTICLE VII. TUITION CREDITS

Section 1. Coursework Reimbursement

Building principals may recommend to the superintendent that teachers take additional coursework to enhance the school program. All coursework and coursework reimbursements will be mutually agreed upon by teacher, building principal, and superintendent. In these instances the district will reimburse to the teacher the full cost of tuition and books. A grade of at least a "C" must be earned in the course. Receipts must be presented to verify enrollment and book purchases.

ARTICLE VIII. GRIEVANCES

Section 1. Definition

A grievance is defined as an alleged violation, misinterpretation or misapplication of the Negotiated Agreement.

Section 2. Filing

The grievance must be filled, in writing to the building principal, within fifteen (15) calendar days of the time the teacher is or should be aware of the grievance.

Section 3. Procedures

Teachers are permitted to meet with the Board of Education to discuss grievances which may arise. Before asking for an audience with the Board of Education, however, the teacher shall observe the following procedures:

a. The teacher shall meet with the building principal in order that the grievance may be resolved at the lowest possible level. Fifteen (15) calendar days shall be allowed to resolve the grievance. The building principal shall prepare a memorandum record concerning the conference. The memorandum shall then be signed by the building principal and teacher and passed on to the Superintendent. Such memorandum shall contain the nature of the grievance, high points of discussion, the suggested solution

and/or reasons why a solution could not be reached.

b. If the grievance cannot be resolved by the teacher and building principal, the teacher shall file the grievance with the superintendent within fifteen (15) calendar days of the building principal's notification. The grievance meeting between the teacher and the Superintendent shall be held within fifteen (15) calendar days of filing the grievance with the Superintendent. The Superintendent shall prepare a memorandum record concerning the conference. This memorandum shall be signed by the Superintendent and teacher and passed on the Board of Education. Such memorandum shall contain the nature of the problem, high points of discussion, the suggested solution and/or reasons why a solution could not be reached.

c. If the grievance cannot be resolved by the teacher and the Superintendent, the teacher shall, within fifteen (15) calendar days of the grievance meeting, request through the Superintendent, a meeting with the Board of Education. This meeting must be scheduled within seven (7) calendar days of the request to the Superintendent and the teacher shall be notified in writing. The meeting shall be held no later than the next regular meeting of the Board. The U.S.D. 323 Clerk shall prepare a memorandum record concerning the meeting. Such memorandum shall contain the nature of the grievance, high points of discussion, the suggested solution and/or reasons why a solution could not be reached. The memorandum shall be given to the teacher within seven (7) calendar days of the meeting.

d. If at any point the outlined procedure is not followed, the grievant will prepare a memorandum record that indicates an attempt to follow the steps outlined above and present such memorandum to the next higher level within the time frame specified for each step.

ARTICLE IX. TEACHER EVALUATION RECORDS

Section 1. Examination of File

A teacher shall have the right to examine the contents of his/her personnel file by giving notice to the U.S.D. 323 Clerk twenty-four (24) hours in advance. A representative of the Association, at the teacher's request, may accompany the teacher for examination. Examination of the records must be done in the presence of the U.S.D. 323 Clerk or his/her designee.

Section 2. Review Derogatory Material

No material derogatory to the teacher's conduct, service, character or personality shall

be placed in the teacher's file unless the teacher has had an opportunity to review the material. The teacher shall have the right to answer any materials filed, and his/her answer shall be affixed to the material and placed with it in the teacher's file; provided that said answer is dated within 30 days after the filing of the material considered derogatory.

Section 3. Dismissals

- a. In the event of a non-renewal recommendation, a teacher must be notified by April 15th.
- b. Within 7 days of being informed of a building principal's non-renewal recommendation the teacher may request a meeting with the Superintendent and evaluator to discuss the reasons for non-renewal.
- c. Upon receiving written notice of a principal's intention to not renew the teacher's contract, the teacher may request a meeting with the board by filing a written request with the clerk of the board within 7 days from the date of receipt of the written statement of a recommended nonrenewal of a contract; The teacher must notify and specify to the board in this request if they will have legal counsel and/or witnesses present. The teacher shall be afforded up to 20 minutes to address the board and have up to two witnesses.

Plan of Improvement

d. In the event that it is determined that a teacher's professional performance is less than satisfactory, that teacher shall be so informed. Should the specified deficiencies be so serious as to have a possible effect on the teacher's continued employment, the teacher shall be so informed and placed on a plan of improvement to effect remedial action. The Plan of Improvement shall include:

- (1) Items of concern (cite specific examples)
- (2) Suggested measurable remedies
- (3) Time frame for improvement

The educator should be given an opportunity to attach any comments he/she may have concerning the conference or the concerns and recommendations contained in the Plan of Improvement. After both have had an opportunity to comment, the building principal and the educator should sign the Plan of Improvement. This signature does not indicate that the educator agrees with the Plan of Improvement, or that the building principal

agrees with the educator's comments, but rather attests to the fact that the conference was held and that the educator was apprised of the Plan of Improvement created with the building principal. After the Plan of Improvement is assigned the teacher will receive a copy.

e. The building principal and/or Superintendent shall work with the teacher during the plan of improvement period, through periodic visits and conferences to assist the teacher with remedial activities. Appropriate remedial activities may include, but shall not be limited to, professional improvement days to observe another teacher, and observation and assistance of the teacher in his/her classroom.

f. Should the teacher's progress on the plan of improvement in the deficient areas reveal that sufficient improvement has been made, the teacher shall be removed from the plan of improvement.

g. Should the teacher's progress on the plan of improvement in the deficient areas reveal that improvement has been made, but is still unsatisfactory, the teacher shall remain on the plan of improvement into the following school year.

h. Should the teacher's progress on the plan of improvement reveal that insufficient progress has been made on the part of the teacher, the Board may terminate the teacher's contract pursuant to Kansas state statute.

Section 4. Supervision of Teachers/Teacher Evaluation Instrument

District will use the Greenbush Evaluation System for teachers.

Section 5. Bonus Pay

The U.S.D. 323 Board of Education may compensate teachers for outstanding service to the District with monetary bonuses at the end of each school year, as outlined in the bonus pay criteria located in the Employee Handbook of Policies and Procedures. Through June 2006 the Board will not give unilateral bonuses.

ARTICLE X. POSITION CHANGES

Section 1. Position Transfers

The Board will give consideration to fill any vacancy of a teaching position to a returning teacher that expresses an interest. To be considered, internal staff must send the following credentials (resume, licensure, and letter of application-past evaluations will

serve as references) to the district office within one week from the district office notification e-mail of the vacancy/job-opening e-mail.

The Board is not obligated in any way if said teacher is found to be better suited to his/her present position. This will include changes within the same attendance center and/or changes between attendance centers within the District.

Section 2. Teachers Affected by Reduction in Staff

In the event that a position is reduced or eliminated due to enrollment decline, lack of funds, curriculum changes, or any other reason, teachers so affected shall be permitted to apply for other vacancies for which they are certified.

Notice of all certified openings shall be posted within ten (10) calendar days following acceptance of resignation. The vacancy notice shall be posted at each attendance center in U.S.D. 323 on a bulletin board designated by the building principal.

Section 3. Vacancy Notifications

A district-wide e-mail will be sent to all USD 323 employees, by the district office, for all current and potential vacancies/job-openings.

Section 4. Exit Interviews

An exit survey is requested of all exiting educators. The purpose of the exit survey is to discuss employment experiences. In the Exit Survey Questionnaire (located in the appendix and distributed through Talent Ed), the exiting employee can provide feedback on employment conditions and any other topics they wish to share. Employees are encouraged to provide candid comments and suggestions, which can help to improve future USD 323 employee relations and ultimately make USD 323 a better place to work.

ARTICLE XI. VACATIONS AND HOLIDAYS

The Board shall schedule at least the minimum days listed for the following holidays and vacations as it develops the school calendar:

Labor Day	1 school day
Thanksgiving Holiday	3 school days (Wed. Thurs. Fri.)
Winter Break	8 calendar days
Spring Break	5 school days (Mon.-Fri.)
Memorial Day	1 school day

ARTICLE XII. REDUCTION IN TEACHING STAFF

Section 1. Declaration

In the event of a decline in enrollment, reorganization, or budget reduction in U.S.D. 323 during any school year, the Board, on or before May 1, may declare that the staff reductions will be made effective at the start of the fall semester of the next succeeding academic year.

Section 2. Notification to Teachers

The Superintendent or designee shall notify the teachers of the District, on or before May 1 that staff reductions may be necessary. The Superintendent shall make available all pertinent information supporting the anticipated need to reduce staff.

Section 3. Considerations in Reduction Process

Normal attrition shall be considered prior to any staff reduction. When the Board deems it necessary to reduce the teaching staff, the following items will be considered in the reduction process in the order listed:

1. Certification status; and
2. Assignment of the certificated teacher, the teacher's educational preparation, and training; and
3. Performance as reflected by the administrative evaluations of the teacher; and
4. Years of service.

Section 4. Written Notice to Affected Teachers

The Board shall give written notice to any teachers affected by the required staff reduction on or before May 1 of that academic year. The reasons for the reduction of teaching staff shall be stated in the notice. The notice shall also inform the teacher of his/her right to appeal the decision of the Board through the due process procedure for contract termination, pursuant to K.S.A. 1975 Supp. 72-5436 et. Seq.

Section 5. Benefits Upon Rehiring

Separation from employment will not affect any accumulated benefits if the teacher is rehired within 18 months of the date of termination.

Section 6. Inadequate Budget Funding

K.S.A. 72-5412 states "Notwithstanding the foregoing provisions of this section, any contract of employment made (by the Board of Education of U.S.D. 323) prior to the

public hearing on the budget of this school district shall be voidable in case adequate funds are not available in such budget for the compensation provided for in such contracts.”

ARTICLE XIII. CONTRACT ENHANCEMENTS

Section 1. Summer Enhancement

Summer enhancement program will start in fiscal year 2023 provided State of Kansas continues forward with their approved school finance bill.

The following are the rules and procedures for this program. A copy of the application form to be added to the Appendix.

Rules and Procedures

1. Program limited to USD #323 employees.
2. The primary focus of this program is curriculum development and/or the effective use of technology.
3. The max compensation per day is determined by dividing the base salary by the number of contract days.
4. You may not be paid twice for participating in this program, i.e. if you are getting a stipend for attending a conference you cannot also receive payments under this plan. A second example, which would not qualify you for compensation under this program, would be a class that would cause you to move on the salary schedule.
5. The professional development pool will be limited to a max expenditure of (\$10,881.50).
6. Each teacher is limited to two days of compensated time each summer.
7. Teachers on extended contracts are expected to utilize those contract days before being eligible for this program.
8. Any teacher who changes their curriculum or grade assignment will receive first preference.
9. Approval by building principal is required but does not guarantee summer enhancement days. Superintendent will give final approval to ensure funds are not exceeded.

APPENDIX

Application Form for Summer Salary Enhancement Plan

1. Name _____

2. Date of Application _____

3. Number of Days Requested ☐ 1 day ☐ 2 days

4. Describe Activity Including Benefit to Students:

5. Other Faculty Involved

6. Date(s) of Activity

(Signature of Building Principal)

☐ Approve ☐ Disapprove

(Signature of Superintendent)

Date

*Return to Superintendent for approval. Form will be returned to you after activity is approved.
When activity is complete, sign and return completed form to the Superintendent.*

Sign and resubmit to District Office for payment when the activity is complete.

(Signature of Teacher)

Exit Survey Questionnaire

Note to terminating employee: USD 323 is requesting that you complete the following exit interview so that we may benefit from your input regarding USD 323 as an employer. If you would like to request your answers in person, please let the District Office know so that they may schedule an appointment.

1=very poor 2=poor 3=average 4=above average 5=excellent

1. What was the most satisfying aspect of your job?
2. What was the least satisfying aspect of your job?
3. Did you feel adequately prepared to do your job effectively?
4. What support/training did you receive at this job that helped you?
5. Did you get an accurate sense of the district and your position before you took the position?
6. What factors contributed to you discontinuing your employment with USD 323?
7. Was your interaction on the job with other employees helpful to you? If no, please explain?
8. What support do you wish you had received as an employee of USD 323?
9. What should we do as an employer to help your replacement?
10. What would you improve to make this a better place to work?
11. How satisfied were you with your pay, benefits, and other incentives?

1 2 3 4 5

12. Did any school or district policies or procedures make your job more difficult?

13. Could you describe the reason for your decision to leave USD 323?

14. How would you rate USD 323 as an employer overall?

1 2 3 4 5

15. How well would you rate the communication of USD 323?

16. What else would you offer USD 323 as you exit?

17. Who would you wish to share this with?

- ☐ Peer Building Faculty
- ☐ Building Administrator
- ☐ Board of Education
- ☐ RCE Chairperson

* All information shared here will become part of your employee cumulative folder.

The Negotiated Agreement for the 2022-23 school year as presented is agreed upon and effective until June 30, 2023, unless amended by mutual agreement of both parties.

Rock Creek Educators

Board of Education

Representative, Rock Creek Educators

President, Board of Education

Teachers' Acceptance Date

Boards' Acceptance Date

In accordance with K.S.A. 72-5437, boards have until the 3rd Friday in May to give a teacher written notice of the boards' intent to non-renew the teacher's contract; and teachers have 14 days after that date, to give boards notice that they do not desire to continue their contract into the following school year. Certified staff resignation notices received after that date, will be subject to Kansas contract law and/or provisions of individual contracts, policies, and negotiated agreements providing remedy in the form of liquidated damages, possible license suspension, etc.