

2019-2020

**NEGOTIATED
AGREEMENT**

as agreed to by and between the

**USD #115
BOARD OF EDUCATION**

and the

**NEMAHA CENTRAL
EDUCATION
ASSOCIATION**

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The following represents the contract as agreed to between the Nemaha Central Education Association and the USD 115 Board of Education. *Italicised and underlined* text represents additions and/or changes as agreed to by both parties during the most recent negotiations process.

**USD 115 NEMAHA CENTRAL
2019-20 NEGOTIATED AGREEMENT**

DEFINITION OF PROFESSIONAL EMPLOYEE

Pursuant to a resolution approved by the U.S.D. #115 Board of Education on August 8, 2011, this agreement shall represent the professional employees of the said school district. These professional employees are defined as certified professionals as licensed by the State Board of Education. This agreement does not apply to the school psychologist and speech pathologist(s).

ARTICLE I

NON-DISCRIMINATION STATEMENT

The Board hereby states that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this agreement on the basis of age, race, creed, color, religion, national origin, sex, domicile, marital status, membership, or non-membership in the licensed employee association or participation in the negotiation process.

ARTICLE II

PROFESSIONAL DAY AND CONTRACT PERIOD

A. CONTRACT YEAR

1. No more than 188 days for returning nine months contract personnel.
2. Special education employees who work 100% in a cooperating district will follow their initial buildings' work day and year as established by those districts' negotiated agreements. This applies to cancelled work days due to inclement weather. The total number of contracted duty days shall not exceed the number of days as designated in this Article Sec. A, Contract Year Sec. 1. These professional employees will be required to attend USD 115 and/or Special Education in-service/meetings; however, if these meetings conflict with their primary districts, the professional employee and Director will determine which activity is to be attended.
3. Prior to December 1 professional employees shall submit recommendation for the following year's calendar to the Central Office.
4. The Board of Education will designate inclement weather makeup days on the adopted school calendar. Whether or not makeup is required will be decided by the Board of Education during the school year.

B. WORK DAY

1. The professional day for the professional employees shall consist of: The presence of the professional employees during 7 hours and 55 minutes each contract day to perform those duties assigned by the superintendent as directed by the board. The professional day shall begin not less than twenty (20) minutes prior to the commencement of the first period and shall end not less than thirty (30) minutes after the last class period has ended.
2. If a shorter day is scheduled by the district for the students, professional employees may be required to spend the remainder of the work day on such activities as Parent-Teacher Conferences, Inservice and QPA activities. On Fridays, days preceding holidays or vacation, and on days the professional employee is to perform an extra duty assignment, the employee's day shall end after the students have left the building.

3. Within the school calendar, an employee may be required to work two (2) days which deviate from the normal work day. When this deviation occurs, the Board of Education, in the officially adopted calendar, will schedule an equal amount of contract time off from duty within five (5) student days from either extended days.
4. The beginning and ending times for inservice meetings will occur during the established student day.

C. LUNCH PERIOD

1. Each teacher shall be granted a twenty-five (25) minute duty free lunch.
2. On non-student contact days, with the exception of parent-teacher conferences, lunch will be no less than 60 minutes.

D. MEETINGS

1. Faculty: Professional employees may be required to attend faculty meetings and other professional meetings not to exceed two hours per month per attendance center to which the professional employee may be assigned outside the duty day without additional compensation. Notice of faculty meetings with a tentative agenda will be given to professional employees involved no later than 24 hours prior to such meetings, except in the event of an emergency as determined by the administration.

E. PREPARATION TIME

Professional employees shall have an average of 250 minutes per week preparation time during which they shall not be assigned to any other duties except in the event of an emergency as determined by the administration.

1. All preparation time will be within the student day.
2. Preparation time shall not be split in more than two (2) sessions; one of which will be a minimum daily 25 minute session.
3. Professional employees may, with building administrator approval, be absent during their preparation time. For those absences 30 minutes or less, no deduction will be made. For those absences that exceed 30 minutes, the correlating leave (i.e. personal, disability) will be charged.
4. Loss of preparation time: In those cases where regular substitutes are not available, professional employees may be used as substitutes during their preparation time. Said professional employees shall be paid at the following rates: Up to 19 minutes – no compensation; at least 20 minutes, but less than 30 minutes covered time - \$9.00; at least 30 minutes, but less than 55 minutes covered time - \$17.00; at least 55 minutes, but less than 75 minutes covered time - \$25.00; 75 minutes or more covered time - \$34.00. Such coverage shall be arranged by the principal of the school in question as soon as possible and shall be distributed as equitably as possible among the professional employees in the attendance center.

F. GRADE PREPARATION AND REPORTING

1. Professional employees will be given a minimum of three (3) hours without other responsibilities at the midpoint of the first semester and one (1) full day at the end of each semester and within five (5) days of the last day of those semesters for recording grades.
2. Professional employees will be given two (2) contract days following the scheduled work day for grade preparation to submit grades electronically, with the exception of the final semester in which the grades will be submitted electronically on or before the final teacher work day.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a complaint by a professional employee of an alleged violation by the district of this agreement.
2. "Grievant" shall mean the professional employee or employees making the complaint.
3. The term "days" when used shall mean working school days.
4. Words denoting gender shall include both masculine and feminine, and such words of gender shall include both singular and plural.

B. PROCEDURE

1. The grievance must specify which Article(s) and Section(s) of the Negotiated Agreement has been violated.
2. No professional employee shall file more than one grievance arising out of the same occurrence.
3. A grievant shall observe the following steps in resolving his/her grievance.

LEVEL ONE. The grievant shall request an informal conference with the building principal within ten (10) days from the date of occurrence of the event upon which the grievance is based. Such requests shall be made orally and granted by the principal as soon as practical but in any event within ten (10) days of the request. At the conference, the principal and the grievant shall try to resolve the grievance informally.

LEVEL TWO. If the grievant and the principal cannot arrive at a mutually agreeable resolution of the grievance, then the grievant may file a written grievance with the superintendent. The written grievance must be filed with the superintendent of schools within ten (10) days after the conference held between the grievant and his/her principal and shall be on the form attached hereto and denoted as Appendix I. Failure upon the part of the grievant to file a written grievance with the superintendent shall terminate the right of the grievant to proceed with the grievance. The written grievance shall contain:

1. A complete statement of the facts and circumstances giving rise to the grievance;
2. A list of the witnesses to such facts or circumstances;
3. A description of all documents which will support evidence;
4. The specific Article and Section of this agreement which has been violated;
5. A complete statement of the remedies desired by the grievant.

The principal shall file a written statement in support of his position.

Within ten (10) days after the written grievance is presented to the superintendent, the superintendent shall submit his/her decision to the grievant in writing.

LEVEL THREE. If the grievant is not satisfied with the decision by the superintendent, he may appeal the grievance to the Board of Education. Such appeal shall be filed with the Clerk of the Board of Education within ten (10) days after the superintendent has rendered his decision. The appeal shall be in writing and shall be on the form attached hereto and denoted as Appendix I.

Within thirty (30) calendar days after the receipt of the written appeal, the board shall schedule an appeal hearing. Upon receipt of the appeal, the board will contact the grievant before scheduling a hearing. The grievant shall provide the board a suggested date and time to conduct the hearing. If the grievant does not provide a suggested date and time, the board will schedule a

hearing. The grievant shall have 20 minutes to present oral arguments and give evidence in support of his position. The Superintendent will follow with his/her defense of the position the administration has taken. Board members may then take time to question those who have spoken during the hearing. The decision of the board shall be rendered no later than 10 days after the conclusion of the board meeting scheduled for such hearing.

C. REPRESENTATION

The grievant shall be entitled to have no more than two (2) representatives to assist and accompany him/her at every grievance hearing or conference after filing the written grievance.

ARTICLE IV

LEAVES OF ABSENCE

A. SICK LEAVE

1. Professional employees are granted eleven (11) days of sick leave per contract year, which shall accumulate to sixty (60) days. Sick leave may be used for physical or mental illness of the professional employee's relatives. Sick leave may also be used for absence required due to a death in the family and/or an acquaintance.
2. Sick leave deductions will be prorated based upon a 425 minute student day/actual time gone.
3. If an illness or other condition extends beyond five (5) days, the board shall have the right to request a statement of health, and may require a physician's statement releasing the professional employee to return to work.

B. PERSONAL LEAVE

1. Each professional employee covered under this agreement shall be granted four (4) days without deduction of pay during the school year as personal leave. Personal leave is defined as any leave requested by the professional employee except that leave which has been requested by the administration in accordance with the district policy.
2. Personal leave requests shall be made in writing to the building administrator or special education director at least one week in advance (1) unless the timing of the leave-related event does not allow one week advance notice; and (2) adequate substitute arrangements can be made. Personal leave shall not be taken during the first week or the last week of contracted duty, during parent-teacher conferences, or the day before or after holidays unless approved by the Superintendent of Schools for emergencies or special occasions.
3. No more than three (3) teachers per building may take personal leave on any one day.
4. Professional employees may accumulate personal leave days to a maximum of five (5) days.
5. Professional employees will be paid \$50 per day for unused accumulated personal leave up to a maximum of four (4) days. Payment will be made with the June payroll.
6. Personal leave deductions will be prorated based upon a 425 minute student day/actual time gone.

C. VACATION

During the school year, professional employees will not work the following days:

Labor Day

Thanksgiving Day nor the day following

Winter vacation shall be determined by the Board of Education

Good Friday

Memorial Day

D. PROFESSIONAL LEAVE

1. Each professional employee covered under this agreement may be granted one (1) professional leaves during the school year. Professional leave is defined as leave requested by the professional employee for his/her educational improvement.
2. Professional leave requests shall be made in writing to the building administrator or special education director at least one (1) week prior to the absence.
3. No pay will be deducted for the leave granted.
4. Professional leave does not accumulate.
5. A maximum reimbursement of \$450.00 per leave per professional employee can be used per professional leave and/or reimbursement of graduate tuition. (One college class equals one professional leave.) Professional leave should be directly connected with the goals established through the Professional Development Plan or the building School Improvement Plan. The administration reserves the authority to deny the leave if this connection is not documented. If the entire reimbursement has not been used toward a professional leave absence, the balance may be applied towards the reimbursement of college tuition.
6. In the event a school vehicle is used for professional leave, the district will charge one-half (1/2) the district mileage reimbursement rate for the miles traveled towards the maximum reimbursement amount.

E. JURY DUTY

1. When a professional employee is requested for jury selection or duty, the professional employee will receive no deduction of salary, leaves of absence or benefits. With the exception of mileage reimbursement, the professional employee will pay the district for pay received from the court.
2. The professional employee will notify the building principal/administrator as soon as possible of his/her participation in jury selection and duty.
3. The professional employee will be required to return to duty if dismissed from jury duty or selection during the working day.

F. ASSOCIATION LEAVE

1. The association shall be granted a maximum of three (3) days of leave per year for association business, without loss of pay.
2. Association leave shall not be taken during the first or last week of contracted duty, on a day immediately before or immediately after a holiday vacation period, during parent-teacher conferences, or on scheduled district inservice days.
3. Association leave requests shall be made in writing to the building administrator or special education director at least one (1) week prior to the absence.
7. The association shall decide which professional employee(s) shall use this leave.
5. Association leave shall not accumulate from year to year.

G. SICK LEAVE POOL

The purpose of this sick leave pool is to provide additional sick leave to licensed personnel in cases where critical illness, severe injury, or the resulting treatments from the critical illness or severe injury

would impose a devastating hardship on the individual and his/her family. In accordance with the Family and Medical Leave Act of 1993, personnel will be required to use accrued paid leave (sick and personal) before applying for leave from the sick leave pool.

1. The amount of leave in the pool will not exceed 125 days at any one time. The pool will be filled by individuals who become members by voluntarily contributing one day of their own available sick leave. Professional employees wishing to be a pool member may do so by notifying the district office on or before September 1 on the form provided to them. The professional employee will remain a member of the sick leave pool until expressly revoked by the professional employee. Fifty (50) unused sick leave days donated into the pool may accumulate into the next contract year but in no case will the total in the pool exceed 125 days.
2. Names of pool members will be listed in a permanent order, and the contribution of the days to replenish the pool to a maximum of 125 days at the beginning of the school year will be conducted on a rotation basis. New licensed personnel entering the system will have his/her name placed on the rotation in such a position as to facilitate his/her contribution to the pool during his/her first year, if days are needed in the pool.
3. Granting of the sick pool leaves will fall under guidelines established for sick leave.
4. Sick Leave Pool days plus accrued leave (sick and personal) days taken for maternity leave may not exceed a total of 30 days unless medical complications arise. The maximum number of days requested for maternity leave from the Sick Leave Pool will be limited to 20 days. Additional days for documented medical complication may be granted. Leaves not covered under the pool may be addressed in the federal Family and Medical Leave Act.
5. The leave under this policy will be controlled by a committee consisting of: the Superintendent or his/her representative and three professional employees who have contributed to the pool and have been appointed by the president of the recognized teacher's group. The terms of service by the professional employees will be for three years, with the exception of the first and second years of establishment of the pool where one professional employee will serve for only a one year term and a second professional employee will serve for a two year term.
6. Application to receive pool leave days must be submitted to the Superintendent of Schools on a form developed by the committee no later than 10 school days after the individual has returned to work.
7. Use of the pool will be determined by a majority decision of the committee (two votes). Final determination of days granted will come within five (5) calendar days of the end of the school year. Days will be granted on a rotational basis from all approved requests until the pool is depleted.
8. Any member of the committee who may apply for use of the sick leave pool shall be disqualified from the committee while his/her application is being handled. The association president will name a replacement for disqualified professional employees on the committee. Once a decision has been reached the original member will return to the committee.
9. A medical doctor's statement of inability to work will be required for each application for day(s) from the sick leave pool. Other situations related to spouses or relatives of the employee will be verified and determined by the committee.
10. When a pool member has exhausted his/her sick leave, salary deductions will be made on a monthly basis for the days missed until the end of the school year. At the end of the contract year, the committee will determine how many of the days will qualify for paid leave. The school district will reimburse the employee for eligible pool leave with the June payroll.
11. When a pool member has exhausted his/her sick leave for any reason, and has not used any sick leave pool days for critical illness, that pool member is entitled to apply for and receive his/her one contributed day back.

12. All decisions by the committee are final and are not subject to the grievance procedure as stated in Article III of the Negotiated Agreement.

H. PROFESSIONAL LEAVE POOL

The purpose of this professional leave pool is to provide additional professional leave money to licensed personnel in cases where:

- a. A teacher has already used his/her allotted professional leave for the year and would like to attend a second professional development opportunity.
 - b. A teacher would like to attend a professional development opportunity that will cost more than the allotted amount (i.e. a national conference)
1. The amount of leave in the pool will not exceed \$5,000 at any one time. The pool will be refilled automatically at the beginning of the next contract year with the amount leftover from all teachers not using their professional leave for that year or the amount needed to maximize the pool at \$5,000 (whichever is less)
 2. The leave under this policy will be controlled by a committee consisting of: the Superintendent or his/her representative and three professional employees appointed by the president of the recognized teacher's organization
 3. Application to receive pool funds must be submitted to the superintendent of schools prior to the event and meet the following guidelines:
 - a. A professional employee may only request pool funds once every five years.
 - b. Pool funds may not be used for college credit
 - c. A professional employee requesting funds from the pool may not have used their current year's professional leave for college credit.
 - d. Professional employees may request a maximum of \$1,000 from the pool.
 4. Any member of the committee who may apply for use of the professional leave pool shall be disqualified from the committee while his/her application is being handled. The association president will name a replacement for disqualified professional employees on the committee. Once a decision has been reached, the original member will return to the committee.
 5. All decisions by the committee are final and are not subject to the grievance procedure as stated in Article III of the Negotiated Agreement.

ARTICLE V

COMPENSATION

A. PLACEMENT ON THE SALARY SCHEDULE

1. Each professional employee has been placed on the Salary Schedule (Appendix II) for the 2017-18 school year. The step established for each professional employee will be designated in the upper right hand corner of their "Teacher's Contract".
2. Each new professional employee shall be placed on the salary schedule at the judgment and discretion of the Superintendent and the Board of Education in accordance with the negotiated provisions of this contract. The Superintendent of Schools may use inservice credit earned by a new employee at his/her previous school for salary schedule placement. The in-service credit must correspond with the U.S.D. #115 professional development plan and be earned under an approved plan. Unless notified of a probationary freeze in salary, the professional employee will advance on the salary schedule to the next vertical steps for which he/she qualifies. The professional employee will always be placed in the vertical column on the salary schedule for which he/she qualifies by September 1.

3. When the administration and the Board of Education deem it necessary to place a professional employee on probation, the employee's salary will be frozen at the amount the teacher is receiving when probation is imposed. The teacher will not be entitled to receive any increase(s) in compensation, including any increase(s) as the result of increases in the base amount; factors; steps, or columns; vertical or horizontal movement; or, any other form of additional compensation provided to teachers pursuant to changes in the Negotiated Agreement, or otherwise, while the teacher is on probation. The teacher will be eligible for an increase(s) in compensation in the first contract year following the contract year probation ends. The teacher placed on probation will not be allowed to "make up" any lost vertical step; however, if the teacher is eligible to move horizontally for education, that movement will be allowed in the contract year following the contract year probation ends. The teacher shall not be entitled to receive any increase in annual compensation, regardless of its source, except for appropriate changes in supplemental duties. This provision will not affect changes in health insurance.

B. QUALIFICATIONS FOR HORIZONTAL MOVEMENT

1. A professional employee will be given until September 1 to qualify for placement in the educational columns.
2. The column in which a professional employee falls will be determined by the degree, graduate hours, and in-service credit hours held as shown on the official transcripts on file in the office of the Superintendent.
3. A professional employee may move no more than one column horizontally per year unless that employee has attained a degree.

C. APPROVED GRADUATE HOURS FOR HORIZONTAL MOVEMENT

1. Graduate credit hours must be in the professional employee's field or subject being taught, unless the professional employee has received prior approval by the Superintendent for hours in a field other than the professional employee's subject field.
2. College credit hours may also be hours received from a mandated State required course for recertification or hours towards an additional degree.
3. A professional activity may qualify for college credit or inservice credit, but not both.

D. APPROVED INSERVICE POINTS FOR HORIZONTAL MOVEMENT

1. State approved inservice hours earned while employed by U.S.D. #115 shall qualify for horizontal movement at the rate of one credit hour for each 20 (twenty) inservice hours.
2. Upon movement to a new column through inservice hour credits and/or college credits, the accumulation of inservice points towards the next column movement will not begin until the next cycle. Employees may use multiple five year cycles after they are eligible to begin accumulating points for movement but may only go back as far as the five year cycle after their last horizontal move.

E. APPROVED INSERVICE POINTS FOR LICENSE RENEWAL

Inservice points will accumulate in five (5) year cycles. The cycles will match each professional employee's Kansas licensure renewal.

F. SUPPLEMENTAL SALARIES

The Board of Education will identify those supplemental positions that are determined beneficial to the educational program of the district and the extra-curricular needs of the students, and will specify the initial compensation for licensed staff interested in providing the services. As positions are created, current staff

will be given the first opportunity to apply for the positions. The Supplemental Salary Schedule is a part of this Negotiated Agreement and is attached as Appendix III.

G. EXTRA DUTY COMPENSATION

Each professional employee shall receive ~~\$11.50~~ \$12.00 per hour for each duty assignment. To qualify for compensation, the assignment must be approved by the principal and superintendent in advance and not be related to curricular responsibilities or a supplemental assignment, and must occur outside the contracted duty day. Payment for extra duty will be made monthly.

After the principal and superintendent have approved the extra duty requested by the employee, a copy of the approved form will be given to the employee.

H. COMPENSATION FOR SCHOOL IMPROVEMENT-RELATED DUTIES

Each professional employee who is approved in advance by the principal or special education director for School Improvement-related or vocational duties shall be compensated at a rate of \$15.00 per hour. When a committee is formed, the chairperson will receive \$16.50 per hour. Members of committees shall be exempt from this rate of pay if they are receiving a supplemental salary for that duty. This rate of pay will not apply if meetings are held during the school day. Payment will be made monthly, after the employee submits an extra duty voucher for time of said duties. The superintendent must authorize any work in excess of eight (8) hours.

I. INSTRUCTIONAL DUTIES OUTSIDE THE DUTY DAY

1. Instructional duty outside the duty day requires prior approval of the building administrator and the superintendent. Authorized instructional duties outside the duty day will be paid at the rate of \$15.00 per hour.
2. The district will pay for training assigned by the district and authorized by the superintendent occurring outside the contract year at the rate of \$62.50 for a half day program and \$125.00 for a full day program. This will include all time spent attending the program. If the training is paid for by a grant, then the rate of pay for the grant will be the approved rate.

J. PART-TIME STAFF

The following provisions will apply to less than full time staff members:

1. Part time staff will be treated appropriately to Kansas laws in regard to tenure, continuation of benefits, due process and evaluation.
2. Part time staff salary and benefits will be prorated as a percentage of full time employment.

K. DISTRICT HEALTH INSURANCE

1. The district shall pay the low option single premium per month for each professional employee enrolled in the district health insurance program. If the professional employee chooses not to enroll in the district health insurance program, he/she shall forfeit the monthly dollar amount.
2. Notification of participation in the health insurance program shall be given to the district by September 1.

L. EXTENDED CONTRACT

If it is determined by the Board of Education that an extended contract is required of a position, the contract amount of the professional employee will be increased by his/her daily salary times the extended number of days.

M. TEACHER MENTORING PROGRAM

The Board of Education, when it deems appropriate, shall select a teacher mentor for a teacher new to U.S.D. #115. A mentor teacher will have at least three years of teaching experience in the district. The mentor teacher will be approved by the school administration. It will be the expectation that the mentor teacher will spend time determined by the administration with the new teacher during the pre-school orientation day reserved for new teachers and will follow the district's mentoring program that will include some outside the school day conferencing and consultation.

Teacher mentor for a teacher with more than three years experience - \$250 (minimum of 15 hours of mentoring).

Teacher mentor for a teacher who has between one and three years of experience - \$400 (minimum of 25 hours of mentoring).

Teacher mentor for a teacher who has less than one year of experience - \$750 (minimum of 50 hours of mentoring).

If less than the minimum number of hours is worked at any one level, the teacher will be paid \$15.00 per hour.

If the State of Kansas has a first year teacher program that pays a higher amount to the teacher mentor, that rate will be used for compensation.

Payment will be made with the May payroll.

N. INCENTIVE PAY FOR EARLY ANNOUNCEMENT OF INTENTION TO RESIGN OR RETIRE

A professional employee who notifies the district by January 1 of the contract year of his or her intention to resign or retire at the end of the contract period will receive an incentive payment of \$1,250 upon the last contracted day of employment from the district. The professional employee must have been contracted for five years or more with USD 451, USD 442, and/or 115 and not be under any plan of improvement or disciplinary action.

O. DISTANCE LEARNING INSTRUCTION & CONCURRENT COLLEGE CREDIT INSTRUCTION

1. If a professional employee teaches an Interactive Distance Learning (IDL) class and the class is part of an assigned period, the professional employee will receive \$1,000 in addition to his/her salary. If the IDL class is a semester course, the professional employee will receive \$500.

2. If a professional employee teaches one or more concurrent credit classes and the class(es) is part of an assigned period, the professional employee will receive \$500 total per semester if it is a semester class or \$1,000 total if it is a two-semester class.

ARTICLE VI

METHOD OF PAYMENT

A. PAY PERIODS

Each professional employee shall be paid in twelve (12) equal installments on or before the 22nd of each month. Those professional employees who request the June through August payments in accordance with K.S.A. 74-4940 shall be paid no later than 10 days after their last contracted duty day. K.S.A. 72-2218 shall be paid no later than June 22.

B. EXCEPTIONS

When a pay date falls on or during a school holiday or vacation, professional employees shall receive their paychecks on the last working day before said holiday.

- C. Payroll deductions/reductions as set out in D. and E. (1) below may be arranged effective with the September payroll check. Professional employees must notify the clerk of the board.
- D. There will be an open enrollment period to make selections in the Internal Revenue Code 125 Cafeteria Plan. Statutory nontaxable benefits under Internal Revenue Code 125 Cafeteria plans are limited to health insurance, cancer insurance, medical reimbursement, dependent care reimbursement, stroke & heart insurance, vision, accident, and dental insurance. If none of the reductions are taken, the entire salary is paid cash and is taxable.
- E. Other payroll deductions must be declared to the clerk of the board by September 1.
 - 1. Dues for membership in the NEA made in 10 equal deductions from September through June.
 - 2. Annuities allowed under Internal Revenue Code 403(b).
 - 3. Salary protection insurance
 - 4. Term life insurance
- F. Professional employees newly hired (new hires) to the district may receive a cash payment with the August payroll in an amount up to 1/24 of their annual base salary; a lesser amount may be requested. A current Kansas State Board of Education Certificate must be on file in the central office before the date of payment. This cash payment will reduce the annual salary before it is divided into twelve monthly payments. Building administrators will inform new hires of this option at the first faculty meeting of the work year. New hires must request the payment in writing and to the superintendent at least three days before pay is to be issued.

ARTICLE VII

PROFESSIONAL EMPLOYEE EVALUATION PROCEDURE

The district will utilize the McRel evaluation process. Evaluation forms or criteria are not a part of this agreement.

ARTICLE VIII

BENEFICIAL WORK ENVIRONMENT

If a professional employee is asked to evaluate a state assessment, then the professional employee can choose between these options:

- 1. A substitute is hired to cover classes during said evaluation; or
- 2. If evaluation is done outside the regular duty day and has prior approval of the administration, compensation will be paid at \$15.00 per hour; a maximum of six (6) hours.

ARTICLE IX

SAVINGS CLAUSE

If any provisions 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 be deemed invalid, but all other provisions or applications shall continue in full force and effect.

ARTICLE X

REDUCTION OF TEACHING STAFF

In the event that a reduction of personnel becomes necessary, the Board shall first retain those teachers with superior teaching qualities based on evaluations and the recommendations of the administration. A concerted effort shall be made by the Board to retain all displaced teachers in other teaching situations within the District #115.

ARTICLE XI

TEACHER DISCIPLINE

When determined appropriate by the building administrator or superintendent, a teacher shall be disciplined in the following sequence, based on the severity of the behavior prompting the discipline:

- A. Verbal reprimand
- B. Written reprimand
- C. Suspension with pay
- D. Plan of Assistance
- E. Limited due process leading to possible suspension without pay
- F. Board action leading to possible termination

All discipline shall be recorded and retained in the personnel file for a minimum of five years.

ARTICLE XII

FAIR DISMISSAL

When a professional employee is given written notice of the board's intention to not renew the professional employee's contract, the professional employee may request a meeting with the board by filing a written request with the clerk of the board within ten (10) days from the date of receipt of the written statement of nonrenewal of a contract. The notice shall include the reasons for the nonrenewal.

The board shall hold such meeting within ten (10) days after the filing of the professional employee's request. The meeting provided for under this section shall be held in executive session in order to protect the privacy of the professional employee. The professional employee shall be afforded an opportunity to respond to the board. The professional employee shall have the right to have a representative present to act as a witness to the proceedings only if the professional employee includes said individual's name in their original written request.

Within ten (10) days after the meeting, the board shall reconsider its reason or reasons for nonrenewal and shall make a final decision.

The provisions of this section shall apply only to professional employees who have completed three (3) consecutive years of employment as a teacher in the district and have started their fourth (4) year in the district.

ARTICLE XIII

ASSOCIATION USE OF SCHOOL EQUIPMENT

School district equipment, facilities or supplies may be used by the Nemaha Central Education Association for the conduct of any business upon prior approval from the administration. Association activities may only be conducted outside of the regular teaching day.

ARTICLE XIV

DURATION OF AGREEMENT

This agreement shall be effective from July 1, 2019 through June 30, 2020, except as it is amended by mutual consent in the second year. In the second year, Article V – Compensation, and one article of each team’s choosing can be notified for change/addition/deletion in writing prior to March 31. Negotiations of these amendments would dictate alterations in the second year of this Agreement.

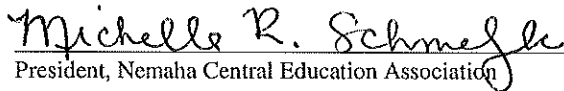
This agreement is hereby ratified in Seneca, Kansas as signed and dated below.



President, U.S.D. #115 Board of Education

8-7-19

Date



President, Nemaha Central Education Association

8-7-2019

Date

GRIEVANCE FORM-NEMAHA CENTRAL SCHOOLS, USD #115

Appendix I-Article III, Grievance Procedure

GRIEVANT _____

STATEMENT OF GRIEVANCE

Level I- Informal Conference

- A. Date person became aware of grievance _____
- B. Date person requested informal conference with principal (within ten (10) days after A.) _____
- C. Date conference held (no later than ten (10) days after the request) _____
- D. Decision by principal _____

Signature by principal _____ Date _____

- E. Agreement with principal's decision (signature of grievant) _____ Date _____
- F. Disagreement with principal's decision (signature of grievant) _____ Date _____

***If E. above is signed, do not complete the remainder of form.**

Level II – Written Grievance

- A. Date written grievance is filed with the superintendent (within ten (10) days of Level I principal decision; additional pages can be used)
 - 1. Statement of facts and circumstances

2. List of witnesses

3. Description of documents to support

4. The specific term or condition of employment which has been violated

5. Remedies desired to correct the alleged violation

- B. Date of principal's written statement in support of his/her position submitted _____
- C. Decision of superintendent (within ten (10) days of receipt of the grievance)

Signature of superintendent _____ Date _____

- D. Agreement with the superintendent's decision (grievant's signature) _____ Date _____
- E. Disagreement with the superintendent's decision (grievant's signature) _____ Date _____

***If D. above is signed, do not complete the remainder of form.**

Level III – Board of Education Appeals Hearing

- A. Date board of education received the written request (within ten (10) days after the superintendent's meeting and decision) _____
- B. Appeal Hearing scheduled date (within thirty (30) days of receipt) _____
- C. Decision by board of education which is final and is established no later than ten (10) days after the conclusion of the hearing.

Signature of board president _____ Date _____

APPENDIX II
U.S.D. #115
2019-20 SALARY SCHEDULE

BASE \$35,850

	BS	BS + 10	BS + 20	BS + 32	BS+45	MS	MS + 15	MS +35
Vertical	575	575	600	625	625	675	700	750
Horizontal		750	750	750	775	875	875	950
<hr/>								
1	35,850	36,600	37,350	38,100	38,875	39,750	40,625	41,575
2	36,425	37,175	37,950	38,725	39,500	40,425	41,325	42,325
3	37,000	37,750	38,550	39,350	40,125	41,100	42,025	43,075
4	37,575	38,325	39,150	39,975	40,750	41,775	42,725	43,825
5	38,150	38,900	39,750	40,600	41,375	42,450	43,425	44,575
6	38,725	39,475	40,350	41,225	42,000	43,125	44,125	45,325
7	39,300	40,050	40,950	41,850	42,625	43,800	44,825	46,075
8	39,875	40,625	41,550	42,475	43,250	44,475	45,525	46,825
9		41,200	42,150	43,100	43,875	45,150	46,225	47,575
10		41,775	42,750	43,725	44,500	45,825	46,925	48,325
11		42,350	43,350	44,350	45,125	46,500	47,625	49,075
12		42,925	43,950	44,975	45,750	47,175	48,325	49,825
13			44,550	45,600	46,375	47,850	49,025	50,575
14			45,150	46,225	47,000	48,525	49,725	51,325
15			45,750	46,850	47,625	49,200	50,425	52,075
16			46,350	47,475	48,250	49,875	51,125	52,825
17			46,950	48,100	48,875	50,550	51,825	53,575
18			47,550	48,725	49,500	51,225	52,525	54,325
19			48,150	49,350	50,125	51,900	53,225	55,075
20			48,750	49,975	50,750	52,575	53,925	55,825
21			49,350	50,600	51,375	53,250	54,625	56,575
22			49,950	51,225	52,000	53,925	55,325	57,325
23			50,550	51,850	52,625	54,600	56,025	58,075

APPENDIX III
U.S.D. #115 2019-20
SUPPLEMENTAL SALARY SCHEDULE

Base salaries based on a percentage of Salary Schedule Base

POSITION	% of BASE	NET BASE SALARY	POSITION	% of BASE	NET BASE SALARY	POSITION	% of BASE	NET BASE SALARY
ACTIVITY DIRECTOR	18.0	6,453	WEIGHTLIFTING-Boys	4.2	1,506	SCIENCE OLYMPIAD		
			-Girls	2.1	753	NCMS	1.0	359
FOOTBALL			PEP BAND	6.6	2,366	CHEERLEADER		
HS Head	12.7	4,553	JAZZ BAND	1.2	430	HS Head	6.2	2,223
HS Asst.	8.2	2,940	DANCE TEAM	4.8	1,721	MS Head	2.5	896
MS Head	6.3	2,259	DRAMA-Fall	3.7	1,326	FORENSICS		
MS Asst.	4.2	1,506	Spring	3.7	1,326	NC Head	4.4	1,577
BASKETBALL			SCHOLAR'S BOWL			STUCO		
HS Head	12.7	4,553	HS Head	3.7	1,326	Head	3.2	1,147
HS Asst.	8.2	2,940	HS Asst.	2.2	789	Asst.	2.2	789
HS Girls Head	12.7	4,553	MS Head	1.5	538	FCCLA	3.0	1,076
HS Girls Asst.	8.2	2,940	MS Asst.	1.2	430	FBLA	1.8	645
FR Boys	8.2	2,940	YEARBOOK	3.2	1,147	FFA	12.7	4,553
FR Girls	8.2	2,940	NAT'L HONOR SOC	0.5	179	PDC		
MS B Head - 8th	6.3	2,259	IMAGES	3.7	1,326	Chair	1.0	359
MS B Head - 7th	6.3	2,259	IMAGES w/in curr	2.0	717	Record Keeper	1.5	538
MS G Head - 8th	6.3	2,259	DRUMMING THUNDER	1.2	430	QPA STEERING COM.		
MS G Head - 7th	6.3	2,259	STEEL THUNDER	1.2	430	HS Building Chair	1.0	359
MS B or G Asst	4.2	1,506	KAYS			EMS Bldg. Chair	1.0	359
TRACK			Head	3.5	1,255	WRESTLING		
HS Head	9.7	3,477	Asst.	2.5	896	HS Head	8.4	3,011
HS Asst.	6.1	2,187	SADD			HS Asst.	5.8	2,079
MS Head	6.3	2,259	Head	2.4	860	MS Head	6.3	2,259
MS Asst.	4.2	1,506	Asst.	1.2	430	MS Asst.	4.2	1,506
BASEBALL			SENIOR CLASS					
Head	9.7	3,477	Head	3.7	1,326			
Asst	6.1	2,187	Asst.	3.4	1,219			
SOFTBALL			JUNIOR CLASS					
Head	9.7	3,477	Head	3.7	1,326			
Asst	6.1	2,187	Asst.	3.4	1,219			
VOLLEYBALL			SOPH. CLASS					
HS Head	12.7	4,553	Head	2.5	896			
HS Asst.	8.2	2,940	Asst.	2.5	896			
Freshman	8.2	2,940	FRESH. CLASS	1.6	574			
FR Asst/Practice	6.6	2,366	8th GRADE	1.6	574			
MS Head - 8th	6.3	2,259						
MS Head - 7th	6.3	2,259						
MS Asst.	4.2	1,506						
GOLF	8.2	2,940						
CROSS COUNTRY	7.2	2,581						

Additional pay of 2% per year will be applied for experience in USDs 442,451 & 115, with no more than one year of experience to be granted at any one point. Experience need not be at the same level (level: Middle School or High School). Experience must be in the same area (area: football, basketball, track, volleyball, cross country, music, scholars bowl, cheerleader, class sponsor). All figures are to be rounded to the nearest whole dollar when applying the percentage.