

**USD 115 NEMAHA CENTRAL  
2023-24 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 184 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 inservice/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 8 hours and 5 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 School Improvement 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 if there are no school improvement activities planned.

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**

If a professional employee teaches in a building with a block schedule, he/she will have 500 minutes of preparation time per two-week period during which they shall not be assigned to any other duties except in the event of an emergency as determined by the administration. If a professional employee teaches in a building with any other type of schedule, he/she will have 250 minutes of preparation time per week during which they shall not be assigned to any other duties except in the event of an emergency as determined by the administration. On weeks when school is not in session for all five days, preparation time may not meet these guidelines.

Part-time employees plan time will be prorated in the following manner [Full-time preparation time] x (contracted student contact hours/7.25).

1. All preparation time will be within the student day.
2. Preparation time shall not be less than 25 minutes per 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. A. 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 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.  
B. In those cases where teachers lose preparation time due to required meetings such as IEP's, professional employees will be paid at the same rate as above.

**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 435-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.
4. Professional employees who qualify for KPERS retirement and have been employed at USD 115 for at least 10 consecutive years will be paid substitute pay per day for up to 20 days of unused accumulated sick leave at retirement. Payment will be made with the June payroll.

#### **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 substitute pay 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 435 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 2022-2023 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.
3. 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 \$12.50 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 student 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 STUDENT DAY**

1. Instructional duty outside the student day requires prior approval of the building administrator and the superintendent. Authorized instructional duties outside the student day will be paid at the rate of \$15.00 per hour.
2. IEP meetings outside the student day will be paid at the rate of \$25.00 per hour.
3. 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 December 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 \$1,500 upon the last contracted day of employment from the district. The professional employee must have been contracted for five years or more with USD 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 22<sup>nd</sup> of each month. Those professional employees who request the June through August payments in accordance with 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 an evaluation process mutually agreed upon by both the Board of Education and the Teachers Association.

### PENALTY FOR EARLY TERMINATION OF CONTRACT

In the event any teacher resigns or fails to honor the terms of his/her contract after the effective date set by the State of Kansas, the Board and teachers agree that the teacher shall pay the Board liquidated damages. The Board will accept the resignation of a teacher tendered after the fourteenth day after the third Friday in May upon receipt of: 1) \$1,500 for a resignation before July 1. 2) \$3,000 for a resignation received after July 1 and prior to the completion of the contract term. It is agreed that the amount of agreed liquidated damages shall be paid by the teacher to the Board of Education prior to the Board accepting the resignation of the teacher and releasing the teacher from his/her contract. This penalty can be adjusted at the discretion of the Board of Education and/or administration.

## **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

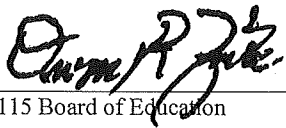
School district equipment, facilities or supplies may be used by the Nemaha Central Education Association for the conduct of any business upon prior approval from the administration. Association activities may only be conducted outside of the regular teaching day.

### ARTICLE XIV

#### DURATION OF AGREEMENT

This agreement shall be effective from July 1, 2023 through June 30, 2024, 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.

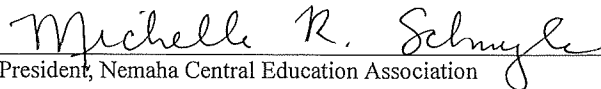
This agreement is hereby ratified in Seneca, Kansas as signed and dated below.



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

6-12-2023

\_\_\_\_\_  
Date




\_\_\_\_\_  
President, Nemaha Central Education Association

6-12-2023

\_\_\_\_\_  
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  
2023-2024 SALARY SCHEDULE

SAL SCH BASE                      \$41,500

	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
1	41,500	42,250	43,000	43,750	44,525	45,400	46,275	47,225
2	42,075	42,825	43,600	44,375	45,150	46,075	46,975	47,975
3	42,650	43,400	44,200	45,000	45,775	46,750	47,675	48,725
4	43,225	43,975	44,800	45,625	46,400	47,425	48,375	49,475
5	43,800	44,550	45,400	46,250	47,025	48,100	49,075	50,225
6	44,375	45,125	46,000	46,875	47,650	48,775	49,775	50,975
7	44,950	45,700	46,600	47,500	48,275	49,450	50,475	51,725
8	45,525	46,275	47,200	48,125	48,900	50,125	51,175	52,475
9		46,850	47,800	48,750	49,525	50,800	51,875	53,225
10		47,425	48,400	49,375	50,150	51,475	52,575	53,975
11		48,000	49,000	50,000	50,775	52,150	53,275	54,725
12		48,575	49,600	50,625	51,400	52,825	53,975	55,475
13			50,200	51,250	52,025	53,500	54,675	56,225
14			50,800	51,875	52,650	54,175	55,375	56,975
15			51,400	52,500	53,275	54,850	56,075	57,725
16			52,000	53,125	53,900	55,525	56,775	58,475
17			52,600	53,750	54,525	56,200	57,475	59,225
18			53,200	54,375	55,150	56,875	58,175	59,975
19			53,800	55,000	55,775	57,550	58,875	60,725
20			54,400	55,625	56,400	58,225	59,575	61,475
21			55,000	56,250	57,025	58,900	60,275	62,225
22			55,600	56,875	57,650	59,575	60,975	62,975
23			56,200	57,500	58,275	60,250	61,675	63,725



POSITION	% of BASE	NET BASE SALARY	POSITION	% of BASE	NET BASE SALARY	POSITION	% of BASE	NET BASE SALARY
ACTIVITY DIRECTOR	18.0	7,470	WEIGHTLIFTING-Boys	4.2	1,743	SCIENCE OLYMPIAD		
			-Girls	2.1	872	NCMS	1.0	415
FOOTBALL			PEP BAND	6.6	2,739	CHEERLEADER		
HS Head	12.7	5,271	JAZZ BAND	1.2	498	HS Head	6.2	2,573
HS Asst.	8.2	3,403	DANCE TEAM	4.8	1,992	MS Head	2.5	1,038
MS Head	6.3	2,615	DRAMA-Fall	3.7	1,536	FORENSICS		
MS Asst.	4.2	1,743	Spring	3.7	1,536	NC Head	4.4	1,826
BASKETBALL			SCHOLAR'S BOWL			NC Asst.	2.5	1,038
HS Head	12.7	5,271	HS Head	3.7	1,536	STUCO		
HS Asst.	8.2	3,403	HS Asst.	2.2	913	Head	3.2	1,328
HS Girls Head	12.7	5,271	MS Head	1.5	623	Asst.	2.2	913
HS Girls Asst.	8.2	3,403	MS Asst.	1.2	498	FCCLA	3.0	1,245
FR Boys	8.2	3,403	YEARBOOK			FCCLA Asst	2.0	830
FR Girls	8.2	3,403	HS	3.2	1,328	FBLA	1.8	747
MS B Head - 8th	6.3	2,615	MS	3.2	1,328	FFA	12.7	5,271
MS B Head - 7th	6.3	2,615	NAT'L HONOR SOC	0.5	208	PDC		
MS G Head - 8th	6.3	2,615	IMAGES	3.7	1,536	Chair	1.0	415
MS G Head - 7th	6.3	2,615	IMAGES w/in curr	2.0	830	Record Keeper	1.5	623
MS B or G Asst	4.2	1,743	DRUMMING THUNDER	1.2	498	QPA STEERING COM.		
TRACK			STEEL THUNDER	1.2	498	HS Building Chair	1.0	415
HS Head	9.7	4,026	KAYS			EMS Bldg. Chair	1.0	415
HS Asst.	6.1	2,532	Head	3.5	1,453	WRESTLING		
MS Head	6.3	2,615	Asst.	2.5	1,038	HS Head	12.7	5,271
MS Asst.	4.2	1,743	SADD			HS Asst.	8.2	3,403
BASEBALL			Head	2.4	996	MS Head	6.3	2,615
Head	9.7	4,026	Asst.	1.2	498	MS Asst.	4.2	1,743
Asst	6.1	2,532	SENIOR CLASS			LEAD TEACHER	5.0	2,075
SOFTBALL			Head	3.7	1,536			
Head	9.7	4,026	Asst.	3.4	1,411			
Asst	6.1	2,532	JUNIOR CLASS					
VOLLEYBALL			Head	3.7	1,536			
HS Head	12.7	5,271	Asst.	3.4	1,411			
HS Asst.	8.2	3,403	SOPH. CLASS					
Freshman	8.2	3,403	Head	2.5	1,038			
FR Asst/Practice	6.6	2,739	Asst.	2.5	1,038			
MS Head - 8th	6.3	2,615	FRESH. CLASS	1.6	664			
MS Head - 7th	6.3	2,615	8th GRADE	1.6	664			
MS Asst.	4.2	1,743						
GOLF	9.7	4,026						
Golf Asst	6.1	2,532						
CROSS COUNTRY	7.2	2,988						

Additional pay of 2% per year will be applied for experience. Those with experience from another school district when hired will be granted credit for those years. 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.