

**USD 442 NEMAHA VALLEY SCHOOLS  
2005-06 NEGOTIATED AGREEMENT**

**DEFINITION OF PROFESSIONAL EMPLOYEE**

Pursuant to a resolution approved by the U.S.D. #442 Board of Education on October 5, 1970, this agreement shall represent the professional employees of the said school district. These professional employees are defined as certified professionals as certified by the State Board of Education. This agreement does not apply to the school psychologist.

**ARTICLE I**

**BOARD POLICY HANDBOOK**

One copy of the current board policy handbook shall be placed in the office of the principal of each attendance center and in the school library in each attendance center on or before the first day of school each fall. Prior to the first day of school with students, building administrators will review the board policy handbook with all professional employees whom he/she is supervising.

**ARTICLE II**

**INSERVICE**

The Professional Development Council will develop an inservice plan for the professional employees subject to the approval of the Board of Education.

**ARTICLE III**

**PROFESSIONAL DAY AND CONTRACT PERIOD**

**A. CONTRACT YEAR**

1. 188 days for 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 442 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. The employee will receive the official calendar on or before the first duty day of the year.
4. The district will survey the professional employees in regard to the district calendar for the upcoming year prior to its formation and prior to its adoption by the Board of Education.
5. When the Board of Education determines that inclement weather makeup time is needed, the time will be made up in this order: the January inservice day, the day designated for the third nine weeks grade preparation time, the Monday following Easter, and then at the end of the school year. If additional time is needed that is covered by the "*Negotiated Agreement*", the board will survey the staff as to a makeup preference.

**B. WORK DAY**

1. All regular duty days will be considered to be 7 3/4 hours in length. When students are in session on a regular full day basis, professional employees shall be present at their respective buildings 20

minutes prior to the beginning of school and shall be permitted to leave 25 minutes after school is dismissed.

2. If a shorter day is scheduled by the district for the students, professional employees may be required to spend the remainder of the 7 3/4 hours on such activities as Parent-Teacher Conferences, Inservice and QPA activities. Parent-teacher conferences will be held for a total of 7 hours and 15 minutes.
3. Within the school calendar, an employee may be required to work two (2) days which deviate from the 7:40 to 3:25 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 day.
4. Exceptions to the 7 3/4 hour duty day will be allowed for days in which school or duties are dismissed early in a building or the district because of weather or holidays. On these days, employees will be allowed to leave immediately after the student dismissal or the announced time.

Special Education itinerant employees will follow U.S.D. #442 schedule for weather related delayed starts and early dismissals.

5. There will be two (2) hours per month scheduled for teachers to complete documentation and paperwork required due to QPA, NCLB, VE2, and related programs.

#### **C. LUNCH PERIOD**

1. An average of 125 minutes per week of uninterrupted duty free lunch will be provided to all professional employees, except in the event of an emergency, as determined by the administration. The lunch period on any one day will not be less than 20 minutes.
2. On non-student contact days, with the exception of parent-teacher conferences, lunch will be no less than 45 minutes.

#### **D. MEETINGS**

1. Faculty: Professional employees can be required to attend a maximum of two (2) faculty meetings and other professional meetings 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.
2. Superintendent/District Wide: Professional employees can be required to attend a meeting called by the superintendent and addressing district-wide matters; however, professional employees may be excused from such meetings by the use of leaves of absence as necessary.
3. Other Meetings: A professional employee can be required by the building administrator to attend a special education meeting during his/her preparation time. The professional employee will receive written notice of the meeting at least 24 hours prior to the meeting except in the event of an emergency. Compensation for such meetings will be paid according to section F of this article. Professional employees receiving a primary professional salary related to the purpose of the meeting will not receive compensation.

#### **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.

#### **F. 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 - \$8.00; at least 30 minutes, but less than 55 minutes covered time - \$16.00; at least 55 minutes, but less than 75 minutes covered time - \$24.00; 75 minutes or more covered time - \$32.00.

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.

#### **G. GRADE PREPARATION AND REPORTING**

1. Professional employees will be given four (4) work days following the scheduled work day for grade preparation to present grades in the office, with the exception of the fourth grading period in which the grades will be turned in on or before the final teacher work day.
2. Professional employees will be given a minimum of three (3) hours without other responsibilities at the end of each grading period and within five (5) days of the last day of those quarters for recording grades without other responsibilities.

### **ARTICLE IV**

#### **GRIEVANCE PROCEDURE**

##### **A. DEFINITIONS**

1. A "grievance" is a complaint by a professional employee or a group of professional employees of an alleged violation by the district of this agreement.
2. "Grievant" shall mean the professional employee or employees making the complaint.
3. The "Association" shall mean the local teachers' organization affiliated with Kansas NEA.
4. The term "days" when used shall mean working school days.
5. 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 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 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 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 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 at every grievance hearing or conference after filing the written grievance.

## **ARTICLE V**

### **LISTING OF VACANCIES**

All professional employee positions for which the Board of Education is hiring will be posted in all attendance centers of the district.

## **ARTICLE VI**

### **LEAVES OF ABSENCE**

#### **A. DISABILITY LEAVE**

1. A professional employee is disabled when the professional employee is physically or mentally unable to effectively carry out his/her duties. Disability leave may be used for illness of a relative. Disability leave may also be used for absence required due to a death in the family and/or an acquaintance. Disability leave is not to be used for wellness of the employee or a relative.
2. To eliminate abuse of disability leave, the board reserves the right to require a statement of health signed by a medical doctor when such disability leave is granted.
3. The term "days" as used herein is defined as days on which the professional employee drawing disability leave would normally have reported for duty. No deduction is made in regular monthly or annual compensation of a professional employee drawing disability leave.
4. Each professional employee whose contract does not exceed ten (10) months shall be allowed disability leave at the rate of twelve (12) days per school year, any part of which, if unused, may be carried over to subsequent years, up to a maximum accumulation of seventy (70) days. Professional employees whose contract exceeds ten (10) months shall be allowed disability leave at the rate of thirteen (13) days per school year, any part of which, if unused, may be carried over to subsequent years, up to a maximum accumulation of seventy-five (75) days. Upon reporting for his or her first day of contract duty, a professional employee shall be credited with twelve or thirteen days of disability leave depending on the length of the professional employee's contract, until such time that the professional employee accumulates the maximum number of days. If the maximum number of days has been accumulated at the close of any school year, the professional employee is not eligible for additional days the following years. Professional employees commencing employment during the school year shall be credited with twelve or thirteen days less one day for each preceding whole or major portion of the month, beginning with September. At no time can anyone have more than 70 (or 75) days.
5. Days of disability leave for the upcoming school year may not be used until the actual commencement of services in that year. This restriction does not apply to accumulated days.
6. Final decision on cases not directly covered by this agreement shall be left to the discretion of the professional employee's building administrator and the superintendent of schools.
7. The following schedule will be used for granting disability leave for partial days in a student day:
 

<u>Absent 20 minutes or less:</u>	<u>No deduction</u>
<u>Absent 21 minutes to 1 hour, docked:</u>	<u>1 hour</u>
<u>Remaining absences will be counted in one hour periods.</u>	
8. Disability leave shall be reported to professional employee on monthly checks.
9. The board reserves the right to grant extended disability leave beyond the 70 and 75 day maximums set forth in Item 4 above in cases of extreme hardship.

**B. DISABILITY LEAVE POOL**

The purpose of this disability leave pool is to provide additional disability leave to certified 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 before applying for leave from the disability leave pool.

1. The amount of leave in the pool will not exceed 100 days at any one time. The pool will be filled by individuals who become members by voluntarily contributing one day of their own available disability leave. Teachers wishing to be a pool member may do so by notifying the district office on or before September 1. Forty (40) unused disability leave days donated into the pool may accumulate into the next contract year but in no case will the total in the pool exceed 100 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 100 days at the beginning of the school year will be conducted on a rotation basis. New certified 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 disability pool leaves will fall under guidelines established for disability leaves. The disability leave pool is not to be used for the wellness of the employee or relative.
4. Maternity leave will be limited to a maximum of 20 days unless medical complications are documented. 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 two teachers appointed by the President of the NVT A. The terms of service by the teachers will be for two years, with the exception of the first year of establishment of the pool where one teacher will serve for only a one 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 disability leave pool shall be disqualified from the committee while his/her application is being handled. The association president will name a replacement for disqualified teachers 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 disability 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 disability 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 disability leave for any reason, and has not used any disability 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 IV of the Negotiated Agreement.

**C. PERSONAL LEAVE**

1. Each professional employee covered under this agreement shall be granted two (2) 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, except in the case of an emergency; i.e., the death or illness of a family member.

3. No more than three (3) teachers per building may take personal leave on any one day. Requests may not be submitted before August 1 of the contractual year.
4. When a partial day of personal leave is used, the schedule in Article VI, A. 7, will be followed.
5. Professional employees who have worked in the district from 0 – 14 years may accumulate personal leave days to a maximum of three (3). Professional employees who have worked in the district 15 plus years may accumulate personal leave days to a maximum of four (4).
6. Additional personal leave days without pay must be approved in advance by the Superintendent of Schools in accordance with the personal leave provisions.

**D. PROFESSIONAL LEAVE**

1. Each professional employee covered under this agreement may be granted one (1) professional leave during the school year. Professional leave is defined as leave requested by the professional employee for his/her educational improvement.
2. Professional 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. Professional leave shall not be taken for any teacher association business such as NEA or KNEA meetings or conventions.
4. 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.
5. If requested by the administration, the professional employee to whom any professional leave was granted will give a resume of educational improvement to the administration or faculty or both.
6. No pay will be deducted for the leave granted.
7. Professional leave does not accumulate.
8. A maximum reimbursement of \$250.00 per leave per professional employee can be used for one professional leave and/or reimbursement of graduate tuition. 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.
9. The tuition reimbursement must be used for graduate hours 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. Reimbursement will be made upon receipt of tuition paid and the official transcript which verifies successful completion of the course or courses. The employee must be under an employment contract with U.S.D. #442 when the course is taken and when reimbursement is requested. Summer courses will be applied to the Professional Leave allowance for the preceding school year.

**E. JURY DUTY LEAVE**

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.
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 five (5) 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.
4. The association shall decide which professional employee(s) shall use this leave.
5. Association leave shall not accumulate from year to year.

**G. SABBATICAL LEAVE**

1. A professional employee must have a minimum of seven (7) years service in U.S.D. #442.
2. The application for sabbatical leave must be submitted prior to April 1 of the year leave is desired to begin.
3. The term of the sabbatical leave must be no less, nor exceed one year.
4. The professional employee may continue in the group health insurance plan subject to the approval of the insurance company and is responsible for the monthly premium.
5. The professional employee will receive no compensation from U.S.D. #442 during the term of the sabbatical, but will be considered an employee of consecutive service for determination of retirement qualifications.
6. Approval of the sabbatical leave will be subject to the availability of a qualified replacement.
7. The Board of Education reserves the right to approve or deny any application for sabbatical leave.
8. No vertical movement on the salary schedule will be allowed upon the return to employment in the district.
9. One sabbatical leave per professional employee will be allowed during their tenure.

**ARTICLE VII**

**COMPENSATION**

**A. PLACEMENT ON THE SALARY SCHEDULE**

1. Each professional employee has been placed on the Salary Schedule (Appendix II) for the 2005-06 school year as agreed to during the 2005-06 negotiations. 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 inservice credit must cor-

respond with the U.S.D. #442 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 and the salary enhancement 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 Board of Education deem it necessary to place a professional employee on probation, the employee's salary will be frozen in vertical and horizontal movement for one year only. This freeze also applies to advancement on the Salary Enhancement schedule. The probationary employee cannot "make up" this step while an employee in this district.
4. An incentive payment up to \$1,500 may be made to newly hired teachers in areas of shortage, critical need, or other factors as identified by the Board of Education. This will be a one-time payment and will be paid with the first pay period.

#### **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 inservice credit hours held as shown on the official transcripts on file in the office of the Superintendent.

#### **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. #442 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.
3. Inservice points will accumulate in five (5) year cycles. The first cycle will be from 1990-1995 (90-91, 91-92, 92-93, 93-94, 94-95); the second cycle will be from 1995-2000 (95-96, 96-97, 97-98, 98-99, 99-00); the third cycle will be from 2000-2005; the fourth cycle will be from 2005-2010; etc.
  - a. A professional employee with a B.S. may accumulate no more than 80 points per cycle.
  - b. A professional employee with a M.S. may accumulate no more than 120 points per cycle.
  - c. If two or more five year cycles occur before a professional employee moves horizontally on the schedule, the maximum points per each cycle as specified in (a) and (b) will be allowed in calculating the number of inservice credit hours.

4. Any teacher who has attained a BA + 45 will be placed on the Masters (MS) degree column. At least fifteen (15) of the hours earned to advance from the BS + 20 to the BS + 45 column must be college graduate hours. The balance of hours needed may be acquired through inservice hours.

#### **E. SALARY ENHANCEMENT**

Each professional employee will be paid an annual salary enhancement based on their years employed in U.S.D. #442 up to 22 years; thereafter, professional employees will remain on Salary Enhancement Step 22. This salary enhancement schedule is shown on and is a part of the salary schedule (Appendix II). The salary enhancement step will be shown in the upper right hand corner of each professional employee's "Teacher's Contract" directly below the salary schedule step.

Salary enhancement will be paid monthly in 12 equal payments. This salary enhancement amount may be used to purchase benefits under Internal Revenue Code 125 Cafeteria plan as addressed in Article VIII, D. If the non-taxable benefits chosen under the 125 Cafeteria plan are less than the salary enhancement amount, the difference is available in cash which will be subject to income and FICA taxes.

#### **F. SUPPLEMENTAL SALARIES**

See attached supplemental salary schedule (Appendix III).

1. If, due to the extended absence or illness of a professional employee, it becomes necessary to hire a replacement, the employee will be docked in pro-ratio to the amount of time required of the replacement.
2. Should a co-chairperson be designated who is not the Curriculum Coordinator or an administrator for the QPA Steering Committee, his/her supplemental salary shall be 3.0%.
3. The Board of Education has the right to establish new supplemental duties. If the Board determines that a supplemental duty should be added after negotiations have concluded, the Board shall have the right to set the initial salary for the new supplemental duty and the parties shall negotiate the salary when negotiations begin for the next contract period.

#### **G. EXTRA DUTY COMPENSATION**

Each professional employee shall receive \$9.00 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 QPA-RELATED DUTIES**

Each professional employee who is approved in advance by the principal or special education director for QPA-related 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 in the December and May payrolls, 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. 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 \$280.00 or the low option single premium, whichever is less, 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.
3. The Board of Education shall appoint a committee, with representation granted to the NVTAs, to continue to explore options for a reasonable health insurance carrier.

**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. DISTANCE LEARNING INSTRUCTION**

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.

**ARTICLE VIII**

**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.

**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. By September 1, the employees must notify the clerk of the intent to reduce their annual salaries by nontaxable benefits. Statutory nontaxable benefits under Internal Revenue Code 125 Cafeteria plans are limited to salary protection, health insurance, term life insurance (\$50,000.00 maximum), cancer insurance, medical reimbursement, dependent care reimbursement, 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 8.
  - 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).
- F. Professional employees newly hired (new hires) to the district may receive a cash payment with the August payroll amounting to their daily rate of pay times the number of days worked prior to August 22 if they have completed at least two work days for the current contract year. 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 IX**

### **PROFESSIONAL EMPLOYEE EVALUATION PROCEDURE**

The professional employee evaluation procedure is a part of this agreement (Appendix IV). Evaluation forms or criteria are not a part of this agreement.

When deemed necessary by the Board of Education, a committee of three administrators and four teachers named by the NVTAs and representing elementary, junior high, senior high and special education will be formed to draft a new evaluation procedure for recommendation to the Board of Education.

## **ARTICLE X**

### **ASSOCIATION USE OF SCHOOL EQUIPMENT**

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

## **ARTICLE XI**

### **VACATION**

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

- Labor Day
- Thanksgiving Day, nor the day following
- Winter vacation shall be a minimum of 11 consecutive calendar days
- Three (3) consecutive school days for Spring Break
- Good Friday
- Monday following Easter Sunday
- Memorial Day

## **ARTICLE XII**

### **RETIREMENT**

(See also Board Policy Handbook: GAQ - Retirement; GBN - Separation; GBQ - Retirement; and GCQ - Retirement).

The retirement of any staff member shall be in accordance with the current law.

**VOLUNTARY EARLY RETIREMENT.** In order to encourage and facilitate the voluntary early retirement of employees of the district who may find it necessary or desirable to retire prior to normal retirement age, the board has adopted an early retirement plan. Any eligible employee may elect to take early retirement under the terms and conditions set forth in this policy. Early retirement is entirely voluntary and at the discretion of an eligible employee.

**RETIREMENT.** The board reserves the right to terminate the employment of any staff member if the board has a good faith doubt that the employee can fulfill the employee's contractual obligations and/or the policies and rules of the board because of a mental or physical infirmity, the board reserves the right to have its employee examined by a physician of its choice to determine whether or not the employee is mentally and/or physically able to fulfill the obligations of the employment contract and/or the policies and rules of the board. The costs for any examination referred to in this rule shall be borne by the board.

**VOLUNTARY EARLY RETIREMENT PLAN.** An employee is eligible for early retirement if such person:

- a. Is currently an employee of the district;
- b. Will be at least 60 years of age and less than 65 years of age on or before July 1 of the calendar year in which the employee intends to retire;
- c. Has 15 years or more of consecutive employment service (full time or has worked a minimum of 680 hours per year of employment) with the district; and
- d. Combined years KPERS recognized service and age equals or exceeds 85. Military service credit will be accepted if purchased prior to June 1, 1994.

Eligibility for early retirement will be determined by the central office. An employee applying for early retirement shall have the responsibility to provide all facts and information necessary to prove eligibility for early retirement and to determine benefits to be paid.

An employee may apply for early retirement by giving notice to the central office. Such written notice shall be submitted on or before the first day of April preceding the anticipated retirement date and shall complete the attached Notification Form (Appendix V).

Following final action on any application for early retirement, the central office shall notify the applicant, in writing, of the final disposition and the date and amount of annual early retirement benefits to be paid.

The annual early retirement benefit shall be a sum of money equal the product of (a) the number of years of service credits recognized by KPERS for such employee multiplied by (b) the base contract salary received by the employee as a result of employment with the district during the school year immediately preceding retirement, multiplied by (c) a percentage factor of .5%.

Annually, on or before March 1 of each year, the central office shall calculate and determine the annual early retirement benefit for each employee who is eligible for early retirement. For the purpose of such calculations, it shall be assumed that each such employee will retire on July 1 of the current calendar year. Such early retirement benefit will be calculated based upon the age of the employee as of July 1 of the current calendar year. The amount of the annual early retirement benefit shall be recorded in the employee's permanent file. An eligible employee who takes early retirement at age 60 or in any subsequent year shall be entitled to receive from the district an early retirement benefit equal to the largest annual early retirement benefit calculated for such employee from age 60 through the current school year. Notwithstanding anything herein to the contrary, the annual early retirement benefit will not exceed 20% of the employee's base contract salary at the time of retirement. Additionally, notwithstanding anything herein to the con-

trary, no person shall be entitled to receive more than 5 annual early retirement benefit payments from the district.

The following terms and conditions shall apply to the district's early retirement plan:

As used in this policy, the term "base contract salary" means total annual compensation received by an employee as the result of employment with the district, excluding compensation attributable to fringe benefits, compensation resulting from a supplemental contract or contracts and reimbursement of expenses.

As used in this policy, the term "school year" means that period of time from July 1 through June 30.

In determining eligibility for early retirement and in calculating early retirement benefits, an employee will be entitled to receive employment service credit with the district and service credit with KPERs.

The early retirement benefit shall be payable by the district annually, in a lump sum, in January of each school year, or monthly beginning in July.

An employee taking early retirement shall have the option to reimburse the district for health insurance coverage through the district's health insurance program.

All early retirement benefits, including the option to reimburse the district for health insurance, shall automatically terminate at the end of the school year in which the employee dies or reaches age 65.

An employee who takes early retirement shall have the responsibility to keep the district informed of his current mailing address and telephone number.

An employee who takes early retirement shall not thereafter be eligible for full-time employment by the district. The retiree may work in a temporary or substitute capacity not to exceed 630 hours in one school year.

If any provision of this early retirement plan is determined to be in violation of federal or state laws or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect unless readopted by the board.

The early retirement plan will cease to exist for all employees hired after July 1, 2003.

## **ARTICLE XIII**

### **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 XIV**

### **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 XV**

### **DURATION OF AGREEMENT**

This agreement shall be effective from July 1, 2004 through June 30, 2007, except as it is amended by mutual consent in the second and third years. In each of those two subsequent years, Article VII. Compensation, and one article of each team's choosing can be notified for change/addition/deletion in writing prior to February 1. Negotiations of these amendments would dictate alterations in the second and third year of this Agreement.

## **ARTICLE XVI**

### **REDUCTION OF TEACHING STAFF**

If the board decides the size of the teaching staff must be reduced, guidelines in the following rule shall be followed. Insofar as possible, reduction of staff shall be accomplished by attrition due to resignations and retirement.

The following steps will be utilized by the district's administrative staff to reduce the teaching staff:

1. The number of teaching positions to be reduced shall be in accordance with the educational goals established by the board. The number of teachers needed to implement the district's educational program will then be determined by the administrative staff based on those educational goals in determining which teachers will be nonrenewed due to reduction in force.
2. The educational goals and needs of the district, individual certifications, qualifications, training, skills, evaluations and interests shall be considered.
3. If two or more teachers have similar certifications, qualifications, training, skills, evaluations and interests in a teaching area, those teachers who have tenure will be retained over those who are nontenured and as between two tenured teachers, the staff member with the greater full-time continuous length of service in USD #442 will be retained.
4. Any certified employee who has not been reemployed as a result of reduction of the teaching staff shall be considered for reemployment if a vacancy exists for which the teacher would qualify. Certified employees who may be eligible for reemployment are required to notify the district of their current address. Individuals who are laid off shall be offered re-employment in reverse order of layoff. The board shall not be required to consider reinstatement of any teacher after a period of one year from the date of nonrenewal.

*This agreement is hereby ratified in Seneca, Kansas by the respective parties as signed and dated below.*

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\_\_\_\_\_  
President, U.S.D. #442 Board of Education

\_\_\_\_\_  
Date

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\_\_\_\_\_  
President, Nemaha Valley Teachers Assn.

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Date

