

**NEGOTIATED AGREEMENT**

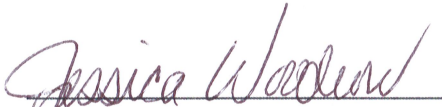
The following is the Negotiated Agreement between the North Lyon County Teacher's Association and the Board of Education, Unified School District #251, Lyon County, Kansas. Said agreement shall become effective upon being duly ratified by a majority of all professional employees of the school district, except administrators, and by the Board of Education of the school district, and shall be effective from and after July 1, 2023. Said agreement shall totally expire on June 30, 2024.


Copies of this agreement shall be reproduced by the Board of Education and presented to all professional employees covered by this agreement now employed or hereafter employed by the Board of Education for the 2023-24 school year.


2023-24 school year – 168 classroom days, 2 Parent-Teacher days, 4 Inservice days and 4.5 workdays for a total of 178.50 days.


Should any part of this agreement be declared illegal, then that part shall be deleted from the agreement. As used in the agreement, the term "professional employee" shall mean and include all certified employees of the school district except administrators and substitute teachers.

Executed this 30<sup>th</sup> day of August, 2023.

  
\_\_\_\_\_  
Jessica Woodrow, President  
North Lyon County Teachers Assn.

  
\_\_\_\_\_  
Matt Horton, President  
USD 251 Board of Education

  
\_\_\_\_\_  
Jacob Lang, Vice-President  
North Lyon County Teachers Assn.

  
\_\_\_\_\_  
Nicolette Nuessen  
Board Clerk & Business Manager

## **ARTICLE I. SALARY SCHEDULE AND SALARY SCHEDULE PLACEMENT**

The salary schedule adopted as a part of the negotiated agreement of which this article is also a part, shall be interpreted as follows in regard to a teacher's column placement in said schedule insofar as said teachers' degree or degrees and other college or university hours of education are to be considered. BS shall mean a bachelor of science, Bachelor of Arts or equivalent degree. Hours shall mean semester hours earned by a teacher subsequent to being awarded the BS, BA or equivalent degree; provided further, that in order for said hours to be counted for column placement on said salary schedule, said hours must meet one of the following requirements:

1. Be in the teacher's area of certification or course/courses required by the Kansas State Board of Education (Example: course in Exceptional Child required by the State.)
2. Be creditable for the next higher degree in the teachers' area of certification.
3. Be approved by the Superintendent of Schools in consultation with the teacher involved. Approval by the Superintendent shall be based upon his subjective opinion as to whether such hour or hours will be beneficial to the teacher and the board.

It is recommended that teachers, who desire credit for additional hours under paragraph 3 above, check with the superintendent before enrolling in any course which does not qualify under paragraphs 1 or 2.

Hours which have heretofore been approved for column placement shall continue to be counted for column placement notwithstanding any other provision of this article.

Quarter hour credits in courses qualified under paragraphs 1, 2, or 3 above shall be converted to semester hours as follows: Each quarter hour shall be the equivalent of two-thirds (2/3) of a semester hour.

In applying additional semester hours, any part of a semester hour equal to at least one-half of an hour shall be counted as a full hour. Example 1: 11.00 to 11.49 hours will be counted as 11 hours. Example 2: 11.50 to 11.99 hours will be counted as 12 hours.

Inservice points may be used for salary schedule movement. 20 approved Inservice points will be equivalent to 1 college hour. Inservice points earned prior to the MS column may not be used after reaching the MS column.

Notification of advancement on the salary schedule must be submitted to the Board Clerk no later than May 1, 2024. No staff member may move more than one step down or one step across in any one year except when obtaining a MS degree movement will be allowed from BS+20 to MS in one year. Proof of completion of hours to be credited for column placement must be submitted to the Superintendent of Schools by September 1, 2023 to be applicable for the 2023-2024 school year. The 2023-2024 Salary Schedule is as listed on the following page.

**Certified Salary Schedule for 2023-24**

Step	BS	BS+10	BS+20	BS+36	MS	MS+8	MS+16	MS+24	MS+36
		200 pts.	400 pts.	720 pts.		160 pts.	320 pts.	480 pts.	720 pts.
1	42355	42820	43260	43900	44715	45330	46045	46710	47425
2	42780	43270	43735	44400	45215	45855	46595	47285	48025
3	43205	43720	44210	44900	45715	46380	47145	47860	48625
4	43630	44170	44685	45400	46215	46905	47695	48435	49225
5	44055	44620	45160	45900	46715	47430	48245	49010	49825
6	44480	45070	45635	46400	47215	47955	48795	49585	50425
7	44905	45520	46110	46900	47715	48480	49345	50160	51025
8		45970	46585	47400	48215	49005	49895	50735	51625
9		46420	47060	47900	48715	49530	50445	51310	52225
10			47535	48400	49215	50055	50995	51885	52825
11			48010	48900	49715	50580	51545	52460	53425
12				49400	50215	51105	52095	53035	54025
13				49900	50715	51630	52645	53610	54625
14				50400	51215	52155	53195	54185	55225
15						52680	53745	54760	55825
16							54295	55335	56425
17							54845	55910	57025
18								56485	57625
19								57060	58225
20									58825
21									59425
22									60025
23									60625
24									61225
25									61825
26									62425
27									63025
28									63625
29									64225
30									64825

## **ARTICLE II. SECTION 125 CAFETERIA PLAN**

The Board of Education will establish a flexible fringe benefit salary education program under Section 125 of the IRS Code. The amount may be up to \$1250.00 per month and may be used toward the purchase of: 1. Medical Insurance; 2. Salary Protection; 3. Group Term (limit \$50,000) Life; 4. Cancer Insurance. Enrollment in the fringe plan must be made before September 1<sup>st</sup> for new teachers, however actual plan year runs from 10/1 through 9/30 each school year for returning teachers.

Individual teachers still may select annuity programs from the following list of companies with which the District is presently working:

- American Fidelity Insurance Co.
- GWN Marketing

Additional companies may be allowed if approved by the Board. The annuity enrollment period is two 30-day periods beginning September 1. An adjusted section 125 will be prepared with KASB Risk Management Group and you may allocate up to \$5000 per tax year for reimbursement of dependent child care.

The Board of Education will provide \$535.00 of the cost of a single membership in the Greenbush Health Insurance Plan. No cash option will be available to employees choosing not to receive this benefit. (Take it or leave it and does not include dental or vision). The Board of Education reserves the right to discontinue this benefit if:

- 1) North Lyon County is unable to obtain a district health insurance;
- 2) Health Insurance carrier for North Lyon County changes;
- 3) Financial commitment exceeds the district ability to pay \$535.00 of the cost of a single membership in the Greenbush Health Insurance Plan.

### **ARTICLE III. EXTRA DUTY PAY**

Extra duty pay is intended to reimburse staff members for performing duties that are performed outside the duty day and/or during plan time. Extra duty pay is not for supplemental contracts.

Examples of but not limited to would be:

- a. Teacher Advisory Council
- b. Supervising extra-curricular events;
- c. Taking tickets;
- d. Timekeeping;
- e. Sponsoring any non-supplemental contract activities;
- f. Hosting/sponsoring multiple school activities, i.e. arts shows.
- g. Any extra assignments outside the teacher normal hours made by the superintendent or building principal and mutually agreed upon by the teacher.

Each teacher shall be paid \$13.50 per hour for the extra duty assignment. Each teacher performing such an assignment shall file a report in writing with the superintendent specifying the event, its location and the amount of time spent by such teacher at that event. Such report shall be filed within 5 working days after said performance. DCC, PDC, technology committee, and redesign committee will be paid \$18.50 per hour. QPA and Technology committee were removed as of 2008-09. Technology committee was added back in 2020-21. Redesign committee added in 2020-21.

#### **ARTICLE IV. SICK LEAVE**

1. In September of each year, each professional employee shall be given written notice of the number of accumulated sick leave days. Sick leave may accumulate to a maximum of sixty (60) days.
2. Each teacher in the district will be granted ten (10) days of sick leave on the first day of his/her contract. Sick leave assigned to mid-term contracts will be prorated.
3. Board of Education will automatically buy back one half of all days over 60 at full substitute pay. Payment for buy back sick leave days will be paid to teacher no later than the 2<sup>nd</sup> Friday in September. Upon retirement, the Board of Education will buy back 25% of any accumulated sick and personal leave at a substitute teacher rate of pay. Retirement is defined as meeting the requirement of 85 points as set forth under KPERS.
4. Sick leave is defined as temporary leave with full pay for reasons of personal illness or injury to the professional employee, or because of illness or injury to or death in such employee's family. After the 3<sup>rd</sup> consecutive day of used sick leave (by the employee), the Superintendent of Schools may request a written verification be submitted to his office (Superintendent) by a licensed physician, no later than five school days after the initial request.
5. In the event of illness, family is defined as husband, wife, son, daughter, mother, father, brother, sister, grandparents and grandchild of the professional employee or their spouse.
6. In the event of death, family is defined as husband, wife, son, daughter, mother, father, brother, sister, grandparents, grandchild, aunt, uncle, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father or step-mother, niece or nephew of teacher or spouse of the professional employee.

## ARTICLE IV. SICK LEAVE BANK

**Purpose:** The purpose of the sick leave bank is to provide temporary relief (beyond accumulated personal and sick leave) from loss of pay due to severe illness, accident, or major surgery.

**Membership:** Membership in the USD #251 sick leave bank is available to all employees of the district. Annual membership in the sick leave bank is accomplished by contributing one (1) day of (non-refundable) personal sick leave to the bank each September. Membership year will run September 15<sup>th</sup> to September 14<sup>th</sup> each year. A space on the employee's contract will be provided to indicate whether they wish to be in the sick leave bank or not. All employees who do not choose to contribute to the sick leave bank shall not be eligible for participation.

Maximum accumulation in the district sick leave bank shall be 350 days. At any time when the maximum days of 350 have been attained, members may choose to belong for that school year without donating a day.

1. Any employee, so inclined, may contribute extra days in any year until the maximum accumulation is attained.
2. New staff shall be allowed to contribute to the bank membership, even if maximum accumulation has been attained.

### **SICK LEAVE BANK COMMITTEE**

- a. **MEMBERSHIP:** The committee shall be composed of one NLCTA representative from each attendance center, one noncertified representative from each attendance center, one district administrator, and one school board member. Should a committee member be requesting days from the bank, the superintendent will appoint a temporary replacement to hear said request.
- b. **TERM OF OFFICE:** One NLCTA representative, and one noncertified representative from each attendance center, one board member, and one administrator will be appointed to this board. Positions for the board member and one representative from each attendance center will be for one year. Succeeding terms of office shall then be for two-year terms.
- c. Decisions of the committee are final and may not be appealed. Voting will be secret and voters will not be polled. A majority vote is required to approve a request for sick leave bank days. All decisions of the committee are to be in writing and given to the Superintendent.

#### **ARTICLE IV. SICK LEAVE BANK (CONTINUED)**

##### **ELIGIBILITY:**

- a. The member must have exhausted his/her personal days and sick leave days.
- b. Because of accident, illness, or major surgery to member, spouse, children, stepchildren, or parents, any participating employee must be prevented from performing his/her regular duties.

**Requests:** Requests for sick leave bank days shall be forwarded to the Superintendent within ten (10) days following the depletion of the members' personal sick leave/personal accumulation. Requests may be filed on behalf of the incapacitated member by any member of the sick leave bank committee. The requesting member may appear before the committee, and/or provide medical records, to support the request for days from the bank. Staff members may contribute up to an additional 30 days to an employee following the usage of all individual personal sick leave/personal days, and 35 approved sick leave bank days. This would allow for 65 days beyond individual personal sick leave/personal days. Accumulated sick leave bank days will be added to the bottom of the teaching contract for each year. Any sick leave donated any other time during the year shall not constitute membership in the sick leave bank.

**Limitations:** Child care and short-term illnesses such as common colds and influenza will not be considered for awarding of sick leave bank days. The committee may require a physician's confirmation of illness or injury. No individual may be granted more than 100 days of sick leave bank days in any one school year.



## **ARTICLE V. PROFESSIONAL LEAVE**

Each teacher under written contract with the school district for the entire 2023-2024 school year (178.50) duty days, shall be credited with two (2) professional days of leave each year at full pay. Said professional leave will not be deducted from accumulated sick leave and such professional leave shall not be accumulative. A 3<sup>rd</sup> day of professional leave may be requested but it will require approval of the Superintendent of Schools.

Requests for professional leave shall be submitted in writing to the building principal and superintendent at least five (5) school days prior to the day of the leave. Such request shall state the date and purpose of such leave and the location of any seminar, meeting or workshop to be attended. Professional leave may be used with the prior approval of the principal. The principal may request a report or summary of the benefits of the leave. Professional leave shall not be used to attend business meetings of KNEA, AFT, NEA or NLCTA. Not more than two (2) employees from any one attendance center shall be granted professional leave on the day without the prior approval of the Superintendent of Schools.

Professional leave may be used to attend out of state meetings.

## **ARTICLE VI. PERSONAL LEAVE**

Each employee shall be granted two (2) days of personal leave during the school year. Such personal leave shall not be deducted from sick leave.

When a teacher starts their 8<sup>th</sup> contract year with this district, the teacher will be awarded 3 personal days (accumulative to 6) and may use 1 personal leave day per year without any of the restrictions contained in this article.

Requests for such leave shall be submitted in writing to the building principal or immediate supervisor at least five (5) school days prior to the day of the leave. Response shall be made within three (3) school days after the request has been made. However, in the event of extreme or emergency situations as determined by the employee's principal or immediate supervisor, the employee may be granted such leave upon shorter request time.

Personal leave may be taken at any time during the school year except during the first and last fifteen (15) student school days of the school year, the day prior to or the day after Thanksgiving vacation, the day prior to or the day after winter vacation or the day prior to spring break or the day after spring break except for the following circumstances: (any trip or event that cannot be taken at any other time during the calendar year). Supportive data must be submitted to the Superintendent of Schools by the applicant fourteen (14) days prior to the trip or event. The request may be accepted or denied within five school days after the request has been received.

Not more than two (2) employees from the same attendance center will be granted personal leave on the same day without the prior approval of the building principal.

The maximum accumulation of personal leave that an employee may have is (5) days unless the employee is starting their 11<sup>th</sup> year and then they may accumulate to six (6).

The employee's principal or immediate supervisor may deny any request for such leave where the requested day of leave falls on a day scheduled for parent-teacher conferences or on a day when such principal or supervisor determines the applying employee should be present for duty.

"School year" shall mean the regular academic school year which usually begins in August and ends in the following May.

### **ARTICLE VI (a). FLEXIBLE LEAVE HOURS**

Flexible hours are collected (up to 8 hours) during the 3 week period after the building principal reports to duty for the new school year. Flexible hours (4 hour increments) may be used on any workday. To collect the flexible hours, teacher must sign in and sign out with the principal. Forms must be completed and turned into the office when the hours are used. Only 8 hours of flexible time may accumulate regardless of flex hours worked.

### **ARTICLE VI (b). FUNERAL – STUDENT OR STAFF**

The Superintendent will consult with the building Principal(s) to determine whether a plan can be formulated without substitute teachers to conduct the educational process of the school. The decision to release staff without the use of personal leave to attend the funeral of an active staff member or current student rests solely with the Superintendent of Schools. If the Superintendent determines the educational process cannot be conducted within acceptable standards, staff members will be required to use Personal Leave to attend the funeral.

### **ARTICLE VII. DUTY FREE LUNCH**

1. The Board will administratively provide each professional employee with a minimum amount of time each day during the lunch period when he or she shall be free of the responsibility of supervising students.
2. The Board will also administratively provide to have such period of time equal to the time allotted to students for their lunch periods.

## ARTICLE VIII. MISCELLANEOUS

1. Payroll Deductions - Notice to Clerk by September 10<sup>th</sup> of each year.
  - a. Section 125 – Medical Insurance, Salary Protection, Group Life, Cancer Insurance, and Child Care Reimbursement.
  - b. Annuities
  - c. NEA and KNEA dues.
2. Field Trips: Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the professional employee and the building principal.
3. Contractual Days: The number of duty days for professional employees for the 2023-24 school year shall be 178.50 involving a minimum of 1162.00 classroom hours of instruction.
4. Attendance: Professional employees may be required to report for work whenever students' attendance is not required as the result of inclement weather or other emergencies.
  - (1) Employee may choose to take a sick day.
  - (2) Employee may choose to take a personal day
  - (3) If the employee chooses not to take either of the two options the employee will be docked one day of pay.
5. Teacher Absence: Whenever a teacher is to be absent from teaching duties, such teacher shall notify the principal as quickly as possible or shall arrange to have some other responsible person give the principal such notice of the teacher's inability to report to work.
6. Classroom Coverage: Teachers who cover for another employee for an entire class period during their own plan time must turn in a substitute sheet for the period. Attached to the substitute sheet must be an absentee sheet for the teacher who is absent.
7. Posting of Staff Positions: The Board of Education will direct the Superintendent to make every effort to post all positions in a designated area of each attendance center. Any staff member interested in any vacancy shall write a letter to the Superintendent requesting to be notified of any staff openings. This letter will be kept on file in the district office for a one-year period.
8. Car Allowance: Teachers required in the course of their work to drive personal automobiles from one school building to another shall be paid at a per mile rate established by the board of education if other than direct route is required to reach 2<sup>nd</sup> assignment.
9. Pay Period: Each teacher shall be paid in twelve (12) equal installments on the 15<sup>th</sup> day of each month. Teachers shall receive their checks at their regular building unless otherwise designated by the administration.
10. Calendar: MAP, Science Fair, holidays and etc. within the school calendar will be discussed with teacher committee before publication of district calendar. The Board reserves the right to make the final decision on the school calendar.
11. Additional Compensation: The Board shall be permitted, at its' sole discretion, to offer a maximum of \$2000.00 additional compensation as a one-time payment to newly hired teachers to entice them to accept employment with USD #251.
12. Weather Related Days: The Superintendent of Schools will contact the NLCTA President to organize a consultation meeting with the NLCTA President and one representative from each building to make a recommendation to the Board of Education on weather related make up days.

## ARTICLE VIII. MISCELLANEOUS (CONTINUED)

13. Liquidated Damages Clause: The USD #251 North Lyon County Board of Education may consider teacher resignations after the notification deadline on a case by case basis and reserves the right to charge liquidated damages as follows: 30-59 days after notification deadline - \$500, 60-89 days after notification deadline - \$750, and after 90 days - \$1,000.
14. Teacher Advisory Council: The Teacher Advisory Committee will meet with the Superintendent at least one time per semester to relay concerns within the schools and keep open the lines of communication. The meetings will be open to any staff member.
15. Retirement Notification: USD #251 certified staff members will be paid additional compensation for early notification of pending retirement. This additional reimbursement will be paid at the ending of the current contract year.  
Notification prior to November 1<sup>st</sup> of a contract year - \$1000.00  
Notification prior to February 1<sup>st</sup> of a contract year - \$500.00
16. Life Insurance: NLCTA recognizes that USD #251 provides a \$35,000.00 Life Insurance Policy for all staff members.
17. Stipend for large class sizes: Each Teacher that has a class size averaging 25 or more Students during the 2023-24 school year, shall be paid a \$400 stipend at the end of the 2023-24 school year.  
Stipend for topped out teachers: Each Teacher who has reached MS+36 Step 30 on the salary schedule, will receive an annual bonus of \$250. If the salary schedule is frozen at any time, the stipend freezes for that year as well.
18. Insurance for retiring teachers: Teachers who retire early and have a minimum of 10 years of employment with USD #251 will be provided Health Insurance at Option 4 - Employee only for a maximum of 2 years or till age 65, whichever comes first.  
"BlueCross Blue Shield does not offer insurance for non-employees past age 65"
19. Fair Dismissal Clause: Whenever a teacher who has taught five or more continuous years in the district is given written notice of a board's intention to not renew the teacher's contract, the teacher may request a meeting with the board by filing a written request with the clerk of the board within 10 days from the date of receipt of the written statement of nonrenewal of a contract. The board shall hold such meeting within 10 days after the filing of the teacher's request. The meeting provided for under this section shall be held in executive session and, at such meeting, the board shall specify the reason or reasons for the board's intention to non-renew the teacher's contract. The teacher shall be afforded an opportunity to respond to the board. Neither party shall have the right to have counsel present. Within 10 days after the meeting the board shall reconsider its reason or reasons for non-renewal and shall make a final decision as to the matter.

## ARTICLE IX. GRIEVANCE PROCEDURE

1. Purpose: The purpose of this procedure is to provide at the lowest possible level, the orderly and expeditious adjustment of grievances of individual employees of Unified School District # 251, Lyon County, State of Kansas.
2. Definitions:
  - a. Grievance shall be defined as a claim by a grievant or aggrieved person that there has been a violation of the terms and conditions of this negotiated agreement.
  - b. Grievant or aggrieved person shall be defined as a professional employee of Unified School District # 251
  - c. Respondent shall be defined as the Board of Education, or the Principal, Superintendent of Schools or the acting Superintendent of Schools, or the person to which or to whom a grievance is submitted for consideration.
  - d. Words denoting gender shall include both the masculine and feminine, and words denoting number shall include both the singular and plural.
  - e. School day shall mean any day between July 1 and the succeeding June 30 during which students are in attendance, plus all Inservice days and all other days when professional employees are on duty.
3. Procedure:
  - a. *General:* The adjustment of grievances shall be accomplished as rapidly as possible. To this end, the number of days within which each step is prescribed to be accomplished shall be considered as the maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limits prescribed in this procedure may be extended or reduced by the mutual written consent of the aggrieved and the respondent.
  - b. *Level One:* The aggrieved persons shall first submit, in writing, his grievance to his principal or immediate supervisor, by executing Grievance Form # 1, and submitting this form to his principal or immediate supervisor. A copy of this form is attached hereto and made a part hereof. Every effort shall be made by the grievant and respondent to adjust the grievance as informally as possible. A conference shall be held between the aggrieved person and the respondent, and the respondent shall render his decision to the grievant with five (5) school days after the initial submission to him of the grievance. Grievance Form # 2 shall be executed by the principal and it shall be signed by both the respondent principal and the grievant. A copy of this form is attached hereto and made a part hereof. A copy of the principal's decision concerning the grievance shall be delivered, by mail or in person, to the grievant.
  - c. *Level Two:* If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may request in writing, a hearing before the Superintendent of Schools by executing Grievance Form # 3, a copy of which is attached hereto and made a part hereof. If the grievant does not appeal the prior disposition of his grievance to the Superintendent of Schools within ten (10) school days after the date of the decision of same at Level One, or within ten (10) school days after a timely disposition of same should have been made in the event one was not made, then in such event, the grievant shall waive any further review of his grievance under this procedure.

## ARTICLE IX. GRIEVANCE PROCEDURE (CONTINUED)

If the grievant made a timely and proper request for a hearing before the Superintendent of Schools, the Superintendent, or the Acting Superintendent, shall consider any statements the grievant may desire to make as well as copies of all grievance forms previously submitted with respect to this particular grievance being considered. The Superintendent or the Acting Superintendent shall render a written decision concerning the grievance within five (5) school days following the conclusion of the hearing by executing Grievance Form # 4 and the Superintendent shall sign same and the grievant shall sign same. A copy of this form is attached hereto and made a part hereof. A copy of the Superintendent's decision shall be delivered, in person or by mail, to the grievant.

- d. *Level Three:* If the grievant is not satisfied with the disposition of his grievance at Level Two, or if no hearing is conducted as requested by the grievant or if no decision is timely made to the Superintendent, then and in such event, the aggrieved person may request in writing a hearing before the Board of Education for the purpose of final disposition of the grievance under this procedure. The grievant shall make written request for hearing before the Board of Education by executing Grievance Form # 5, a copy of which is attached hereto and made a part hereof. If the grievant does not appeal the prior disposition of his grievance to the Board of Education within ten (10) school days after the date of the decision of same at Level Two, or within ten (10) school days after which time of the decision of same should have been made in the event timely decision of same was not made, then and in such event, the grievant shall waive any further review of his grievance under this procedure.

If the grievant made a timely and proper request for a hearing before the Board of Education, the Board of Education shall conduct, in executive session, a hearing with the grievant, and said hearing shall be held with fifteen (15) school days after the receipt by the Board of Education of the request for hearing. At the hearing the Board of Education shall consider any statements, the grievant may desire to make as well as copies of all grievance forms previously submitted with respect to this particular grievance being considered. The Board, at such a grievance hearing, may consider such other additional evidence from the professional, and from representatives of the Board, as in the opinion of the Board, is relevant and necessary in order for the Board to make a fair and just decision on the grievance.

Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a written decision concerning the grievance by executing Grievance Form No 6, a copy of which is attached hereto and made a part hereof. A copy of this decision shall be delivered, in person or by mail, to the grievant within forty-eight hours after the board has rendered said decision. The decision rendered by the Board of Education shall be the final administrative disposition of the grievance under this procedure. The grievant has all appeal rights to the Kansas Courts as provided by law.

4. Conditions:

- a. If a grievant does not initiate a review of his grievance under this procedure within thirty (30) school days following the alleged occurrence of the act giving rise to the grievance, then and in such event the grievant shall waive any review of his grievance under this procedure. It is the responsibility of the grievant to initiate a review of his grievance under this procedure.

## **ARTICLE IX. GRIEVANCE PROCEDURE (CONTINUED)**

- b. In the event that two (2) or more individual grievant are submitted, under this procedure, grievances which are substantially identical, the respondent may, in his or its discretion, consolidate the review of the grievance and consider same together as if only one grievance has been submitted, unless a grievant request that his grievance be processed separately.
- c. Only the grievant shall be allowed to appear at the conference with the principal or supervisor in the review of the grievance sought at Level One of this procedure. At all further levels of this procedure when a grievant is afforded the right to appear and be heard, the grievant may appear in person or with a representative. Respondent shall also be entitled to representation at any level of the grievance procedure except at Level One. The term "respondent" as used therein applies to each person or group of persons with whom or with which the grievance has been filed or appealed. Respondent would be defined to mean and include principals, supervisors, the Superintendent of Schools and the Board of Education.
- d. Participation under this procedure by a certified employee of Unified School District # 251 shall not, because of such participation, subject that employee to reprisals of any kind by any member or representative of the administration by the Superintendent of Schools or the Board of Education.
- e. Nothing herein contained shall be construed as limiting the right an employee to discuss any matter informally with appropriate members of the administration.
- f. All documents, communications and records pertaining to the processing of a grievance under this procedure, will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants. All hearing and conferences under this procedure shall be conducted so as to insure the confidentiality of same.
- g. All hearings and conferences under this procedure shall be conducted at a time mutually agreed upon by the grievant and respondent, which said time shall not be at a time when school is in session. If said professional employee and respondent are unable to mutually agree upon a time, date and place for said hearing of conference, such time, date and place shall be established by the Board of Education or its designee and the establishment of said time date, and place shall not be subject of grievance.
- h. No grievant may, under this procedure, seek the review of matters for which there is already established by law another method of review.
- i. Only individual professional employees of Unified School District # 251 may initiate a grievance under this procedure at any level, or seek further review of said grievance at Levels Two or Three.
- j. The request for review of a grievance at all levels shall be made in writing and shall be specific as to the nature of the alleged grievance. The grievance should, where possible, describe fully the alleged event or act giving rise to the grievance, including the time, date and place of same and the name(s) and address(es) of the witness(es) thereto.



**UNIFIED SCHOOL DISTRICT # 251**

**GRIEVANCE FORM # 1**

(Prepare in triplicate, one copy to Administration Center, one copy to Principal and one copy to grievant.)

Description of Grievance

1. Name of grievant: \_\_\_\_\_

2. Date grievance allegedly occurred: \_\_\_\_\_

3. Date grievance submitted to principal \_\_\_\_\_

4. Grievant's building and assignment: \_\_\_\_\_

5. State of Grievance:

\_\_\_\_\_

\_\_\_\_\_

6. Relief Sought: \_\_\_\_\_

**UNIFIED SCHOOL DISTRICT NO 251**

**GRIEVANCE FORM # 2**

**Level One**

1. Date and time of conference: \_\_\_\_\_

2. Disposition of grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Reason for decision:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Signature of Principal

\_\_\_\_\_

Signature of Grievant

Date Response was mailed or given to Grievant:

\_\_\_\_\_

\_\_\_\_\_

Signature of Principal

**UNIFIED SCHOOL DISTRICT NO 251**

**GRIEVANCE FORM # 3**

(Prepare in triplicate, one copy to Administration Center, one copy to Superintendent, one copy to grievant.)

**Request for Hearing Before  
Superintendent of Schools**

1. Name of Grievant: \_\_\_\_\_

I hereby request a hearing before the Superintendent of Schools as provided in the grievance procedure of Unified School District # 251.

2. This is an appeal from a decision by: \_\_\_\_\_

In regard to said grievance decided: \_\_\_\_\_

Date of request for hearing submitted: \_\_\_\_\_

\_\_\_\_\_

Signature of Grievant

**UNIFIED SCHOOL DISTRICT # 251**

**GRIEVANCE FORM # 4**

**Hearing before Superintendent**

**Level Two**

1. Date request for hearing received: \_\_\_\_\_

2. Date and time of hearing: \_\_\_\_\_

3. Disposition of grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Reason for decision:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Signature of Grievant

Date Response was mailed or given to grievant:

\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

**UNIFIED SCHOOL DISTRICT #251**

**GRIEVANCE FORM #5**

(Prepare in triplicate, one copy to Administration Center, one copy to Board of Education, one copy to grievant.)

**Request for Hearing Before  
The Board of Education**

1. Name of Grievant: \_\_\_\_\_

I hereby request a hearing before the Board of Education as provided in the grievance procedure of Unified School District # 251.

2. This is an appeal from a decision by: \_\_\_\_\_

In regard to said grievance decided: \_\_\_\_\_

Date request for hearing submitted: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

**UNIFIED SCHOOL DISTRICT #251**  
**GRIEVANCE FORM #6**  
**Hearing before the Board of Education**

1. Date request for hearing was received: \_\_\_\_\_

2. Date and time of hearing \_\_\_\_\_

3. Disposition of grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Reason for decision:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Board President

Date: \_\_\_\_\_

Date Response was mailed or given to grievant:

\_\_\_\_\_

\_\_\_\_\_  
Signature of Board President

## **ARTICLE X. PART-TIME TEACHER**

Any teacher employed under a written contract of employment for less than full time shall be paid to the nearest tenth (salary schedule) commensurate to the number of hours worked daily. Teachers will be paid for the time their contracts stipulate them to be at the attendance center where they are to perform their contractual duties.

## **ARTICLE XI. DUTY DAY AND MEETINGS AND OUTSIDE DUTY HOURS**

The duty time is defined as 7:25 a.m. to 3:40 p.m. (HS) 7:50 a.m. to 4:05 p.m. (K-8) except for the last working day of the week which would be five minutes after the end of classes. Both parties recognize the last working day release time compensates for weekly 7:10 a.m. (HS) / 7:35 a.m. (K-8) Principal/Teacher meetings. The early release is not dependent upon the weekly meetings out of contract time taking place.

Teachers shall be compensated for after duty meetings at either extra duty or committee pay rate. The only exception is the Technology Committee members who receive supplemental compensation.

Staff will be permitted to leave the building at the end of the class day at the discretion of the building administrator.

## **ARTICLE XII. PAYROLL DEDUCTIONS**

The Board agrees to make payroll deductions from teachers' salaries for the following purposes and subject to the conditions hereinafter set forth:

1. Insurance Premiums
2. Section 125 Cafeteria Plan (child care added)
3. NEA and KNEA dues

Other deductions are required by state and federal laws.

In regard to items 1-2 above, deductions will be made as authorized in writing by each teacher desiring such deductions. Said authorizations shall be made on forms provided by the Section 125 provider.

## **ARTICLE XIII. INSERVICE**

Inservice training or activities for teachers during the 2023-24 year shall be as directed by the Board within the limits of ARTICLE VIII, MISCELLANEOUS, CONTRACT DAYS.

For the 2023-24 school year, there shall be 4 Inservice days and 4.5 teacher workdays.

**ARTICLE XIV. SUPPLEMENTAL SALARY SCHEDULE**

**2023-24**

Area A	\$4,659.05
11% of BS base step	HS Head Basketball Coach HS Head Football Coach HS Head Track Coach HS Head Volleyball Coach
Area B	\$3,176.62
7.5% of BS base step	HS Head Baseball Coach HS Head Cross Country Coach HS Head Softball Coach HS Cheerleader Coach HS Music Director HS Asst. Basketball Coach HS Asst. Football Coach HS Asst. Track Coach HS Asst. Volleyball Coach Head Summer Weights Coach JH Head Basketball Coach JH Head Football Coach JH Head Volleyball Coach
Area C	\$2,011.86
4.75% of BS base step	HS Head Forensics Coach HS Concession Stand Director HS Dance Team Coach HS Golf Coach HS Play Director HS Scholars Bowl Sponsor HS Asst. Baseball Coach HS Asst. Softball Coach Asst. Summer Weights Coach Summer School Teacher JH Head Track Coach JH Asst. Football Coach
Area D	\$1,609.49
3.8% of BS base step	JH Cheerleader Coach JH Asst. Basketball Coach JH Asst. Track Coach JH Asst. Volleyball Coach



Area E	\$1,228.29
2.9% of BS base step	HS HOSA Sponsor HS Junior Class Sponsor HS Yearbook Sponsor HS Asst. Golf Coach Head Teacher JH Head Cross Country Coach JH Musical Director

Area F	\$847.10
2.0% of BS base step	HS FCCLA Sponsor HS Key Club Sponsor HS National Honor Society Sponsor HS STUCO Sponsor HS Asst. Forensics Coach JH Quiz Bowl Sponsor JH STUCO Sponsor FBLA Sponsor

Area G	\$635.32
1.5% of BS base step	HS Pep Club Sponsor

\*\*The Board of Education agrees that it will not add/change/or delete any of the above supplemental positions without first consulting with the NLCTA and shall take no further action before 10 working days after said consultation. Notification of all vacancies for supplemental duties shall be posted at all attendance centers at least 10 calendar days prior to that time such vacancies are to be filled. Further, the board agrees that it shall not change any of the supplemental salary schedule amounts unless the changes are mutually agreed to by the Board and NLCTA.

Note: 96-97 Sr. Class Sponsor Deleted

Elem. Computer Coordinator changed from B to E and each elem. would have one 97-8: Asst. Jr. High Football from area D to Area C

1999-2000 move Cross Country from Area C to Area Band add asst. forensics coach

2000-2001 Head Varsity Sr. High Track coach moved to area A

Increase of 10% for sponsors/coaches after 5 consecutive years in a position, 15% after 10 consecutive years in a position and 20% after 15 consecutive years in a position. Returned to salary schedule for 2008-09 year.

2012-13 - BOE removed Elementary Computer Coordinator from Area E and removed High School Computer Coordinator from Area C and added Jr. High Quiz Bowl Sponsor to Area F Change name from FHA to FCCLA Sponsor in Area F

2013-14 - Jr. High Student Council Sponsor added to Area F, Asst. Summer Weightlifting Coach to Area C

2018-19 Jr. High Cross Country added to Area E

2020-21 Area G added; Sr. High Pep Club moved from Area B to Area G and split from Cheerleader

2021-22 removed Activities Director from Area B

2022-23 added Key Club Sponsor to Area F

2023-24 removed 2nd Asst. Sr. High Track Coach, Freshman Sports Coach, Sr. High Science Club. HS HOSA Sponsor added to area E.

## **ARTICLE XV. SUPPLEMENTAL SALARY COMMITTEE**

The USD #251 Board of Education and the North Lyon County Teachers Association will form a committee to review the entire supplemental salary schedule. This committee will be chaired by a board member and include a representative group of certified staff members, but not limited to NLCTA members.

## **ARTICLE XVI. SABBATICAL LEAVE/LEAVE OF ABSENCE**

### **CRITERIA**

1. The sabbatical will benefit the person.
2. The sabbatical will benefit the district and subject/subjects being taught.
3. The person will have served within the district for five (5) consecutive full years.
4. Sabbatical Leave is without pay.
5. The sabbatical can only be taken for no more than a full school year.
6. The availability and quality of a teacher to fill the sabbatical position.
7. A sabbatical may not be taken for employment within another school system.
8. Only one teacher per attendance center may take a sabbatical each year.
9. Must notify the Board of Education by March 1 (if week day) or 1<sup>st</sup> Monday in March and be approved by the Board.

**REQUEST FORM FOR LEAVE OF ABSENCE**

Teacher making Request: \_\_\_\_\_

Building Assignment: \_\_\_\_\_

Subject and Grade Taught: \_\_\_\_\_

Reason for Requesting Leave of Absence:

Where Sabbatical is being taken: \_\_\_\_\_

How will the sabbatical benefit the teacher?

How will the sabbatical benefit the district?

I realize that I will only be able to take this leave one time during my employment with Unified School District # 251.

\_\_\_\_\_  
Teacher's Signature

Approved by: \_\_\_\_\_

Disapproved by: \_\_\_\_\_

Date: \_\_\_\_\_

## ARTICLE XVII. REDUCTION IN FORCE

Any decision to reduce professional staff in USD #251 will, in all cases is at the discretion of the Board of Education. Normal attrition, (resignations, retirement, and leaves of absences, etc) will serve as the first means of achieving needed staff reductions. In the event further reduction in professional staff is necessary, it shall be accomplished in an orderly and nondiscriminatory manner as provided by this agreement. The Board of Education may retain any professional employee who it deems necessary to staff all district programs including curricular and co-curricular programs of the district.

1. Definitions: For purposes of this agreement, terms shall be defined as follows:
  - a. Teacher: Any employee assigned to a position requiring a certificate issued by the State Department of Education, but excluding positions requiring administrative certification.
  - b. Temporary teacher: Any certified employee who is on a non-continuous contract – i.e. substitute teacher.
  - c. Part-time: Any certified employee who is assigned less than a full school day or less than 5 days per week.
  - d. Probationary teacher: Any certified teacher who has been employed by the district for three years or less.
  - e. Permanent status teacher: Any certified teacher who has been employed by the district for more than three consecutive years.
  - f. Seniority: The period of most recent continuous employment with USD 251.
  - g. Subject area: The general curricular area such as Mathematics, English, Social Science, etc.
  - h. Grade level: Elementary (K-6), secondary (7-12)
  
2. Procedure: Once the Board of Education has determined that reduction in professional staff is necessary and that said reduction cannot be accomplished within the required time frame by normal attrition, the following procedures will be initiated.
  - a. The administration will recommend to the Board of Education the curricular areas and/or grade levels where reduction in staff will best address the interests of district students and needs of the school district.
  - b. All certified employees will be advised of the reasons for the impending reduction in staff and reminded of the procedures and considerations to be used in determining which professional employees will be placed on involuntary leave of absence.

## ARTICLE XVII. REDUCTION IN FORCE (CONTINUED)

- c. The following non-prioritized factors will be considered by the administration in determining which teachers shall be recommended for involuntary leaves of absence.
- Seniority;
  - Teaching experience within the district in specific subject matter areas and/or grade levels;
  - Certification and transcript correlation to required assignments;
  - Evidence of recent professional development;
  - Assignability to required curricular and co-curricular programs;
  - Temporary teachers;
  - Probationary part-time teachers;
  - Permanent status, part time teachers; \*
  - Permanent status, full-time teachers.

\*Permanent status, part-time teachers will be offered full-time positions, if positions for which they are certified are available.

### **Recall:**

1. Teachers who are laid off shall be offered recall by the same criterion that was used to achieve the Reduction in Force.
2. Teachers who were laid off shall be eligible for recall for a period of four years after layoff.
3. Teachers who are laid off are obligated to keep the central office notified of their current address, phone number, and whether the teacher wished to be considered for recall.
4. Recall will be initiated upon the existence of a vacancy in the district. Teachers recalled shall have ten days from notification of the recall by a certified letter to accept or reject the position. If no notice is given, within the ten days of receipt of certified letter, the teacher shall have waived any right to recall for that job, and the board may proceed to fill the position.
5. The board may hire temporary substitutes for the period necessary to review the qualifications of teachers subject to recall and for the ten-day period noted in paragraph four of this section.

**ARTICLE XVII. REDUCTION IN FORCE (CONTINUED)**

6. Any teacher recalled shall be given full salary, commensurate to previous experience with USD #251.
7. Any teacher laid off shall be accorded recall rights unless they specifically waive their rights in writing. The laid off teacher shall have the right to file a grievance in accordance with the USD #251 grievance procedure if they feel his/her rights have been violated.