

Minutes

USD #112 Board of Education met Friday morning, Aug. 18, 2023 for a special meeting, beginning at 7:30 a.m. in the USD 112 District Office in Claflin, KS with the following attending:

Board Members:

Roger Robinson (absent)
Chad Rogers (via ZOOM)
Joshua Hurley
Brad Schiermeyer (via ZOOM)
Dalton Wirth
Allison Koch (via ZOOM)
Tamara Dody (via ZOOM)

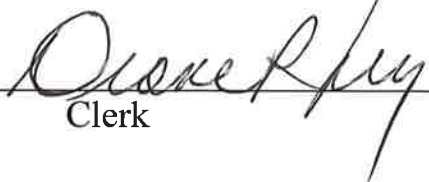
Also attending were Bill Lowry, Superintendent and Diane Ney, Board Clerk.

Vice-President Joshua Hurley called the meeting to order

On motion by Joshua Hurley and seconded by Dalton Wirth, the board voted 6-0 to approve the agenda.

On motion by Joshua Hurley and seconded by Dalton Wirth, the board voted 6-0 to approve the 2023-2024 Negotiated Agreement as presented.

On motion by Joshua Hurley and seconded by Brad Schiermeyer, the board voted 6-0 to adjourn the meeting at 7:34 a.m.


Clerk

President

WAIVER OF NOTICE OF SPECIAL BOARD MEETING

USD #112

We the undersigned Board members hereby waive the written, required under the provisions of K.S.A. 72-8205, of this special board meeting, as to the time, place and purpose of a special meeting of the Board of Education of Unified School District No. 112, Ellsworth County, Kansas, held on the **18th** day of **August, 2023**, at **7:30 a.m. 406 Main St., Claflin, KS** and consent to the transaction of the following Board business at said meeting:

Discussion and possible action on the Negotiated Agreement for 2023-2024

Dated: 8-18-23



UNIFIED SCHOOL DISTRICT

No. 112

CENTRAL PLAINS

NEGOTIATED AGREEMENT

2023 – 2024

UNIFIED SCHOOL DISTRICT No. 112 NEGOTIATED AGREEMENT

THIS NEGOTIATED AGREEMENT has been negotiated and agreed to by the Board of Education of Unified School District No. 112 Ellsworth County State of Kansas, "Central Plains" or the "District" and the USD No. 112 Teachers Association. This Agreement is effective for the July 1, 2023 through June 30, 2024 school year.

A. Salary and Salary Schedule.

1. The teacher Salary Schedule for 2023-2024 is attached as Exhibit 1. Teachers are entitled to steps and movement on the Salary Schedule. A teacher moving from the bottom step on the BA + 36 column to the MA or a MA plus column will be placed at the existing appropriate step for that column. Changes to the Salary Schedule moving forward are:
 - a. Column 4 which was the BA + 40 Column is now BA + 36. A new step has been added to the new BA + 36 column
 - b. Column 6 which was the MA + 18 Column is now MA + 16.
 - c. Column 7 which was the MA + 36 is now MA + 32.
 - d. A new Column 8 has been added to the Salary Schedule as MA + 48.(Adopted 2023 -2024)
2. The base salary and salary schedule are subject to the following additional terms and conditions:
 - a. The base salary and the Salary Schedule are subject to the District receiving adequate funding.
 - b. The Salary Schedule applies to teachers grades PK through 12.
 - c. Teachers working less than full-time will be paid a salary based upon a pro-rated equivalent to a full-time teacher.
 - d. Teachers may move, from their current placement, only one vertical and one horizontal step on the salary schedule in any one school year, unless horizontal movement is based upon obtaining a Master's degree, in which event the teacher may move from any column in the bachelor's column to the master's column. Degrees and hours for movement on the salary schedule will be those on file with the clerk's office prior to September 1 of the applicable school year.

B. Supplemental Positions and Salaries.

1. The supplemental positions and their respective salaries for the 2023-2024 school year are listed in the attached Exhibit 2. The Exhibit reflects a 5% increase from the 2022-2023 school year.
2. In addition to the supplemental salary listed in Exhibit 2, teachers performing their supplemental job duty on a Saturday will receive \$100.00 pro-rated for the days when 4 hours or less are worked based on an 8-hour day. If more than 4 hours are worked the teacher will receive the full \$100.00 for the day. (Adopted 2013-2014)
3. The Board and Teachers may work together to form a Supplemental Salary Schedule Review Committee, with the purpose of addressing inequities which may exist in the current Supplemental Salary Schedule. The committee may have a report for next year's negotiations (2023-2024 negotiations).

C. Health Insurance Defined Benefit.

Full-time teachers will receive a health insurance defined benefit of \$535.00 per month. Teachers working less than full-time will receive a defined benefit based upon a prorated equivalent to a full-time teacher.

D. Extra Duty Compensation.

1. **Athletic Event Workers:** Reimbursement for District employees will be **\$12** per hour for taking tickets at athletic events (gatekeepers). Additionally, basketball scorekeepers will be paid **\$12** per hour and volleyball scorekeepers and line judges will be paid **\$12** per hour.
2. **Academic Worker Compensation:** Forensics helpers and Scholars Bowl helpers and others recognized by the administration that travel or assist with a team and are not otherwise compensated by the District will be paid \$12 per hour.
3. **Lead And Assistant Lead Teacher:** The administrative staff may seek the service of a lead teacher and an assistant lead teacher in each building in the District. Teachers agreeing to serve as lead teachers will receive a salary enhancement of \$1,050.00. Teachers agreeing to serve as assistant lead teachers will receive a salary enhancement of \$789.00. All salary enhancements will be payable monthly over the term of the teacher's contract.

E. TEACHER DEFINITION AND CONTRACT.

1. **Teacher Definition.** The words teacher or teachers as used in this Agreement will mean professional, certified staff that are licensed by the State of Kansas/Department of Education in order to perform their contractual duties in the District (Adopted 2014-2015).
2. **Contracted Days:** Teacher contract days will be a minimum of 184 days for the 2023-2024 school year.
3. **Teacher Duty Day:** The duty day is defined as the time that the school's instructional program is in session, which includes on-duty time for teachers, which will generally consist of 30 minutes (15 minutes before the beginning of classes and 15 minutes after the close of classes). Except at the Claflin Jr. – Sr. High School where the 30 minutes will be shortened to 25 minutes (10 minutes before the beginning of classes and 15 minutes after the close of classes). The duty day will be enforced unless a teacher requests to leave early and the principal grants the request.
4. **Covering Classes:** In emergency situations, when a substitute cannot be secured, a teacher may be asked by administration to substitute for another. The Board expects and encourages the administration and professional staff to work cooperatively in the endeavor without additional compensation.

5. **Faculty Meetings:** All faculty meetings are mandatory. Teachers may be excused with permission of the building principal.
6. **Traveling Teachers:** Traveling teachers will be paid mileage at the rate set by the USD #112 Board of Education.

F. LEAVE.

1. **Discretionary and Sick Leave:** Teachers shall be allowed annual discretionary leave at full daily pay at the rate of thirteen (13) days per year. The discretionary leave may be used at the teacher's discretion except as otherwise provided in this Agreement. Unused discretionary days will be transferred to the teachers accumulated sick leave up to a maximum of 80 days. In the event a teacher accumulates, in any one school year, sick leave in excess of 67 days, the District agrees to buy back as of the teachers June paycheck, accumulated days in excess of 67 days at the rate of \$70.00 per day. There will not be a buyback of unused discretionary days, as they will be transferred to the teachers accumulated sick leave. If a teacher retires with full KPERS retirement benefits the District will buyback all remaining accumulated sick leave days at the rate of \$50.00 per day. The buyback payment will be made with the teachers final June paycheck. (Adopted 2023-2024)

The appropriate building principal or principals and the superintendent shall be notified when possible prior to the use of discretionary leave. Teachers agree not to use discretionary leave the first week of school, the last week of school, or the day preceding a vacation or holiday, or the day or days immediately following a vacation or holiday, or the last 10 school days in May. Teachers may not use discretionary leave on days of scheduled District in-service or parent/teacher conferences. An emergency may allow exceptions with the approval of the superintendent.

Additionally, a teacher may use up to 5 days of the teacher's accumulated sick leave, to provide care, comfort, or assistance to an extended family member. When accumulated sick leave is used for the purpose of providing care, comfort, or assistance to an extended family member, it is agreed the teacher's salary, as set forth on the salary schedule, will be reduced for the next appropriate pay period by the amount the District pays for a substitute for the teacher, to cover the teacher's classes, in accordance with the standard substitute payment rate established by the District. (Adopted 2013-2014)

2. **Leave for Death In Immediate Family:** If there is a death in the immediate family, five (5) days may be allowed to attend to the necessary details. If there is a death in the extended family, three (3) days may be allowed to attend to the necessary details. In appropriate circumstance the Superintendent in the Superintendent's sole discretion may authorize additional leave days. All such leave days shall be deducted from accumulated sick leave days.

3. **Definitions – Immediate and Extended Family.** Immediate family is defined as: husband, wife, children, stepchildren, teacher's parent, brother, sister and other persons for whom the teacher is legally responsible. Extended family is defined as father-in-law, mother-in-law, stepmother, stepfather, brother-in-law, sister-in-law, grandparents, grandchildren, grandparents-in-law, son-in-law, daughter-in-law. (Revised 2013-2014)
4. **Excessive Sick Leave:** In addition to any other rights the Board may have or any day an employed teacher is absent from school in excess of accumulated sick leave, the teacher will have one/one hundred eighty-fourth (1/184) per day of his/her salary deducted from the salary for that month.

G. CATASTROPHIC SICK LEAVE.

In the event of an extraordinarily lengthy or catastrophic illness, a certified employee may receive donations of sick leave days of up to a maximum of twenty-five (25) days from other certified employees. Use of sick leave under this policy shall be limited to emergency situations such as prolonged illness or serious injury of the employee or his/her immediate family as defined elsewhere in the agreement. "Short-term" illness for the employee, or employee's immediate family, such as colds or flu, is not covered in this policy. Sick leave days may be donated to a certified employee only after the employee has used all of his/her accumulated leave. When a certified employee has used all of his/her accumulated leave days, the Clerk of the Board will notify the Teacher Association's President, who will in turn notify the membership. The standard District "Request for Leave" form will be submitted by the employee donor clearly stating the name of the employee recipient and the number of donated days. At the time an employee becomes eligible for use of donated sick leave days, the superintendent may request written verification of the need for catastrophic sick leave.

H. BOARD'S RIGHTS CLAUSE.

1. The Board, on its own behalf, and on the behalf of the electors of the school District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Kansas and of the United States.
2. The exercise of the powers, rights, authority, duties, and responsibilities by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement, and then only to the extent such specific and express terms thereof are in compliance with the Constitution and laws of the State of Kansas and the Constitution of the United States.

3. PROFESSIONAL EMPLOYEE EVALUATION.

All evaluation procedures shall meet the requirements of K.S.A. 72-9001 through K.S.A. 72-9006.

The principal will inform the teachers of the timeline for evaluations. The evaluation process as submitted to and approved by the State Board of Education will be used. The evaluated licensed staff member and principal will review the evaluation and sign to verify that the evaluation was discussed in accordance with the procedures of the evaluation process. The evaluated staff member may submit to the principal a rebuttal within two weeks (14 days) of signing the evaluation document.

4. SCHOOL CALENDAR.

Teachers will have the opportunity to provide input for the annual school calendar. They will be given a copy of the school calendar by February 1 of each school year. Such input will be provided to the superintendent and principals prior to the March meeting of the Board of Education of USD #112.

5. LIQUIDATED DAMAGES.

Liquidated damages for early release from a teacher's professional contract are to be paid to Unified School District No. 112 and are assessed as follows:

July 1 and after	\$1,500
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Teachers will have ten (10) days after contracts are issued to sign and return them to the U.S.D. #112 office. If negotiations go to impasse, and after all avenues are exhausted and agreement has not been reached, the USD #112 Board of Education may legally issue contracts unilaterally, or without the teachers' agreement. In this situation, the statute specifies the number of days in which teachers are to return their signed contracts or they may choose to work under the previous year's contract. In cases of appeal, the decision of the Board will be final.

6. 403(b) Plan.

The District, with input from the Teachers will maintain a qualified 403(b) plan and withhold and forward employee contributions to the plan for those who so elect.

7. **Movement on the Salary Schedule.** Movement on the salary schedule using college hours shall be with graduate or undergraduate hours directly tied to the teacher's curriculum area, the earning a new license endorsement, hours in a Department of Education, or in an approved graduate degree plan, at an accredited college or university, and may include applicable Professional Development Plan points as provided below.

Teachers may move across the salary schedule on the bachelors' degree columns using the plan for license renewal with graduate or undergraduate courses, with at least half of the points in a given column being college hours and the remaining points being approved professional development points issued through the USD 112 Professional Development Plan. Movement to the masters' column cannot be done with professional development points, there must be a master's degree earned.

Movement on the masters' degree columns can be with graduate or undergraduate hours and with professional development points, which professional development points must be points earned for implementation of the teacher's professional development plan. The applicable PDC programs will be considered second (2nd) tier points. Third (3rd) tier professional development points can be earned by showing improvement based on the implementation of the professional development plan. Of course, movement can still take place with college hours earned at the masters' level or above. (Adopted 2022 – 2023)

8. Legislature Change.

In the event the Kansas Legislature would change the law to allow a reduction of current funding for the District, the board and Teachers agree to reopen negotiations to discuss all financial matters.

9. **Planning Time.** Teachers will be provided with planning time each day. Planning time for middle school/junior high and high school teachers will be equivalent to one class period in the teachers primary building. Planning time for elementary teachers will be equivalent to or during two special class periods, with special class periods being defined as music, art, band, health and physical education. The special class period time includes applicable time for movement of students from one class to the other. If a teacher consents and it is necessary to eliminate some or all planning time from the teacher's schedule, the teacher will be compensated for that lost planning time based on the teacher's salary and the pro-rata share of planning time lost in the teacher's duty day. (Adopted 2022 – 2023)

Agreed to by the Negotiations Teams on August 17, 2023.

USD No. 112 Board of Education:

USD No. 112 Teachers' Team:

John Sherman, Chief Negotiator

Tony Brokes, Team Member

Susan Barker, Team Member

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RATIFICATION

This agreement was ratified by the respective Board of Education and Teachers' Association.

USD No. 112 Board of Education:

USD No. 112 Teachers' Association:

Tamara Dody, Board President

Tony Brokes, Co-President of
USD No. 112 Teachers Association

Attest: Diane Ney, Clerk U.S.D.
No. 112

Susan Barker, Co-President of
USD No. 112 Teachers Association

Dated: August 17, 2023

Dated: August ____ 2023

Base Step	35500	2022-2023	Base Incr. Step Incr.	Dollars	Base Inc.
	37100	2023-2024		1600	4.51%
	450				At 450

Column	515	Column Incr.
ers	915	Masters Incr.

Step	BA Column 1	BA+12 Column 2	BA+24 Column 3	BA+36 Column 4	MA Column 5	MA+16 Column 6	MA+32 Column 7	MA+48 Column 8
1	37100	37615	38130	38645	39560	40075	40590	41105
2	37550	38065	38580	39095	40010	40525	41040	41555
3	38000	38515	39030	39545	40460	40975	41490	42005
4	38450	38965	39480	39995	40910	41425	41940	42455
5	38900	39415	39930	40445	41360	41875	42390	42905
6	39350	39865	40380	40895	41810	42325	42840	43355
7	39800	40315	40830	41345	42260	42775	43290	43805
8	40250	40765	41280	41795	42710	43225	43740	44255
9	40700	41215	41730	42245	43160	43675	44190	44705
10	41150	41665	42180	42695	43610	44125	44640	45155
11	41600	42115	42630	43145	44060	44575	45090	45605
12	42050	42565	43080	43595	44510	45025	45540	46055
13	42500	43015	43530	44045	44960	45475	45990	46505
14	42950	43465	43980	44495	45410	45925	46440	46955
15	43400	43915	44430	44945	45860	46375	46890	47405
16	43850	44365	44880	45395	46310	46825	47340	47855
17		44815	45330	45845	46760	47275	47790	48305
18		45265	45780	46295	47210	47725	48240	48755
19		45715	46230	46745	47660	48175	48690	49205
20		46165	46680	47195	48110	48625	49140	49655
21			47130	47645	48560	49075	49590	50105
22			47580	48095	49010	49525	50040	50555
23			48030	48545	49460	49975	50490	51005
24			48480	48995	49910	50425	50940	51455
25				49445	50360	50875	51390	51905
26				49895	50810	51325	51840	52355
27				50345	51260	51775	52290	52805
28				50795	51710	52225	52740	53255
29				51245	52160	52675	53190	53705
30				51695	52610	53125	53640	54155
31				52145	53060	53575	54090	54605
32				52595	53510	54025	54540	55055
33				53045	53960	54475	54990	55505
34				53495		54925	55440	55955
35						55375	55890	56405
36						55825	56340	56855
37							56790	57305
38							57240	57755
39							57690	58205
40							58140	58655
41								59105
42								59555
43								60005
44								60455
45								60905
46								61355
47								61805
48								62255
49								62705
50								63155
51								63605
52								64055
53								64505
54								64955
55								65405
56								65855

USD #112 Supplemental Salary Schedule			2023-2024	5% Increase	
NAME	2022-2023	2023-2024	NAME	2022-2023	2023-2024
Activities Director	5430	5702	Head Cross Contry HS	1951	2049
Head Football - HS	4133	4340	Cheerleader - HS	2579	2708
Football Asst. - HS	2579	2708	Cheerleader - MS	1603	1683
Head Football - MS	2683	2817			
Football Asst. - MS	1603	1683			
Head Volleyball - HS	3868	4061	Senior Class Spon	185	194
Volleyball Asst. - HS	2579	2708	Junior Class Spon	1673	1757
Head Volleyball - MS	2683	2817	Sopho. Class Spon.	185	194
Volleyball Asst. - MS	1603	1683	Fresh.Class Spon.	185	194
Head Boys Basketball-HS	4133	4340	Letter Club Sponsor	185	194
Asst. Boys Basketball-HS	2579	2708	FFA Advisor	3067	3220
Head Girls Basketball-HS	4133	4340	KAYS Sponsor	662	695
Asst. Girls Basketball-HS	2579	2708	Music - HS	2670	2804
Head Boys Basketball-MS	2683	2817	Natl. Honor Society	662	695
Asst. Boys Basketball-MS	1603	1683	Play Director	1323	1389
Head Girls Basketball-MS	2683	2817	Asst. Play Director	874	918
Asst. Girls Basketball-MS	1603	1683	Scholar's Bowl CPHS	1604	1684
Head Track - B&G - HS	3813	4004	Jr-Hi	1604	1684
Asst. Track - B&G - HS	1778	1867			
Head Track - Boys - MS	2683	2817			
Head Track - Girls - MS	2683	2817	Speech/Forensics	1254	1317
Asst. Track - JH	1603	1683			
Head Golf - HS	2604	2734	PDC Chair	880	924
Golf Asst. - HS	1062	1115	VE2 CATE Coord	551	579
Head Baseball - HS	2893	3038	Lead Teacher	1103	1158
Asst. Baseball - HS	1778	1867	Asst. Lead Teacher	828	869
Head Softball - HS	2893	3038			
Asst. Softball - HS	1778	1867			
Head Boys Tennis-HS	2604	2734	Publications	1730	1817
Asst. Boys Tennis-HS	1062	1115	STUCO - HS	662	695
Head Girls Tennis - HS	2604	2734	STUCO - JH	267	280
Asst. Girls Tennis - HS	1062	1115	Concessions	1655	1738
			FCCLA Advisor	1533	1610
			Dance Line	551	579