

**NEGOTIATED AGREEMENT**  
**2020-2021**

**NEA CIMARRON-ENSIGN**  
**AND**  
**USD #102 BOARD OF EDUCATION**

**CIMARRON, KS**

**NEGOTIATED AGREEMENT  
FOR  
USD #102 2020-2021 SCHOOL YEAR**

**RECOGNITION-** Pursuant to official action taken by the USD #102 Board of Education on November 5, 1973, the Board of Education has recognized the NEA Cimarron-Ensign, through its duly designated representatives, as the exclusive representatives of all members of the teaching staff of USD # 102, exclusive of administrators, which recognition shall continue until terminated in the manner provided by law.

The following agreements were reached as the result of professional negotiations between the negotiating teams for the Board of Education of USD #102, Cimarron-Ensign, and the NEA Cimarron-Ensign, as representatives of the teachers of USD #102, pursuant to the provisions of K.S.A. 72-5431, et seq.

The policies set forth herein shall be included by reference in the contract of all teachers employed by USD #102. This agreement shall be made a part of the teacher's individual comprehensive contract with the same force and effect as though fully set therein.

It is therefore agreed:

**ARTICLE 1- Maintenance of Standards**

Individual items within this negotiated agreement will remain in force from year to year except for those items changed by the negotiations process.

**ARTICLE 2- Savings Clause**

If any provision 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 not be deemed valid or subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect. Furthermore, the Superintendent and any two members of the NEA Cimarron-Ensign as delegated by the association shall enter into discussion and present at the next scheduled Board meeting a joint recommendation to replace any provision found to be contrary to law.

**ARTICLE 3- Salary**

The base salary for the 2020-2021 school year will be \$43,951.00. The new salary schedule based upon a \$43,951.00 base pay and the accompanying supplemental schedule will be as the attached schedules indicate. Teachers shall be placed on the appropriate step and level of the salary schedule.

The salary schedule is based on 170 days. If the Base State Aid Per Pupil (BSAPP) is reduced the Board may approve up to a maximum of three (3) "furlough days". The maximum number of days to be furloughed in any month will be one (1). If the Board of Education approves a furlough day, each teacher's salary will be reduced by his/her daily rate times the number of furlough days.

The Board of Education shall retain the right to establish a new position on the Supplementary Salary Schedule. The percentage used should be appropriate for the position and should be similarly figured to existing positions on the schedule. The placement on the schedule will then be reviewed for appropriateness at the next negotiations session.

The rest of this page is intentionally left blank and the 2020-2021 Supplementary Salary Schedule should follow.

## 2020-2021 Salary Schedule

STEP	BS	BS +15	BS +30	BS +45	MA	MA +15
0	\$43,951	\$44,451	\$44,951	\$45,451	\$45,951	\$46,451
1	\$44,451	\$44,951	\$45,451	\$45,951	\$46,451	\$46,951
2	\$44,951	\$45,451	\$45,951	\$46,451	\$46,951	\$47,451
3	\$45,451	\$45,951	\$46,451	\$46,951	\$47,451	\$47,951
4	\$45,951	\$46,451	\$46,951	\$47,451	\$47,951	\$48,451
5	\$46,451	\$46,951	\$47,451	\$47,951	\$48,451	\$48,951
6	\$46,951	\$47,451	\$47,951	\$48,451	\$48,951	\$49,451
7	\$47,451	\$47,951	\$48,451	\$48,951	\$49,451	\$49,951
8	\$47,951	\$48,451	\$48,951	\$49,451	\$49,951	\$50,451
9	\$48,451	\$48,951	\$49,451	\$49,951	\$50,451	\$50,951
10	\$48,951	\$49,451	\$49,951	\$50,451	\$50,951	\$51,451
11	\$49,451	\$49,951	\$50,451	\$50,951	\$51,451	\$51,951
12	\$49,951	\$50,451	\$50,951	\$51,451	\$51,951	\$52,451
13	\$50,451	\$50,951	\$51,451	\$51,951	\$52,451	\$52,951
14	\$50,951	\$51,451	\$51,951	\$52,451	\$52,951	\$53,451
15		\$51,951	\$52,451	\$52,951	\$53,451	\$53,951
16		\$52,451	\$52,951	\$53,451	\$53,951	\$54,451
17		\$52,951	\$53,451	\$53,951	\$54,451	\$54,951
18		\$53,451	\$53,951	\$54,451	\$54,951	\$55,451
19		\$53,951	\$54,451	\$54,951	\$55,451	\$55,951
20		\$54,451	\$54,951	\$55,451	\$55,951	\$56,451
21			\$55,451	\$55,951	\$56,451	\$56,951
22			\$55,951	\$56,451	\$56,951	\$57,451
23				\$56,951	\$57,451	\$57,951
24				\$57,451	\$57,951	\$58,451
25				\$57,951	\$58,451	\$58,951
26				\$58,451	\$58,951	\$59,451
27						\$59,951
28						\$60,451
29						\$60,951
30						\$61,451

# 2020-2021 SUPPLEMENTARY SALARY SCHEDULE

## SUPPLEMENTAL EXPERIENCE FACTOR

0	1.00	6	1.24
1	1.04	7	1.28
2	1.08	8	1.31
3	1.12	9	1.34
4	1.16	10	1.37
5	1.20	11	1.40

*Multiply base X factor X amount on supplementary salary schedule. (Factor is the number of years of experience.)*

HS Head Baseball	10.00%	JH Wrestling	5.00%
HS Asst. Baseball	6.00%	JH Asst. Wrestling	3.00%
HS Head Basketball	11.00%	Debate	6.00%
HS Asst. Basketball	7.00%	Instrumental Music	9.00%
JH Head Basketball	7.00%	Vocal Music	8.50%
JH Asst. Basketball	7.00%	Speech & Forensics	5.00%
HS Head Cross Country	8.00%	Asst. Speech & Forensics	3.00%
HS Asst. Cross Country	5.00%	Technology Coordinator	9.00%
JH Head Cross Country	7.00%	Asst Technology Director	3.00%
JH Asst. Cross Country	6.00%	HS Scholars Bowl	4.00%
HS Head Football	11.00%	HS Asst. Scholars Bowl	2.50%
HS Asst. Football	7.00%	JH Quiz Bowl	2.50%
JH Head Football	7.00%	JH Asst. Quiz Bowl	2.00%
JH Asst. Football	4.00%	FFA	8.00%
HS Head Golf	8.00%	FCCLA	3.00%
HS Asst. Golf HS	5.00%	HS KAYS	2.00%
Head Softball	10.00%	JH KAYS	2.00%
HS Asst. Softball	6.00%	NHS	3.00%
HS Head Tennis	6.00%	SADD	2.50%
HS Asst. Tennis	3.00%	HS Head Cheerleading Sponsor	9.00%
HS Head Track (B & G Combined)	11.50%	HS Asst. Cheerleading Sponsor	5.00%
HS Head Track (Boys)	10.00%	JH Head Cheerleading Sponsor	5.00%
HS Head Track (Girls)	10.00%	JH Asst. Cheerleading Sponsor	3.00%
HS Asst. Track	6.00%	Student Council	3.00%
JH Head Track	5.50%	Senior Class Sponsor	4.00%
JH Asst. Track	4.00%	Junior Class Sponsor	4.00%
HS Head Volleyball	10.00%	Sophomore Class Sponsor	0.50%
HS Asst. Volleyball	6.00%	Freshman Class Sponsor	0.50%
JH Head Volleyball	7.00%	Concessions Manager	5.00%
JH Asst. Volleyball	7.00%	Foreign Language Club	2.50%
HS Head Wrestling	11.00%	Publications	\$1,000
HS Asst. Wrestling	6.00%	<b>Broadcast</b>	<b>5.00%</b>

**A. Not subject to the above schedule:**

1. Extended Contract: \$100 per 8-hour day, \$2,000 per month (If less than 8 hours, the amount will be prorated)
2. Counselors: \$1,836 per year + Extended Contract
3. Professional summer curriculum study \$15 per hour for meetings called by the Superintendent to work on in-district curriculum programs (outside the school year)
4. A certified person, not otherwise employed by the district, will be paid an hourly wage
5. Grading state assessments outside of the school day, \$15 per hour; limit of 6 hours per subject area; to be verified by the building administrator.

**B. Monetary items covered by this contract will be prorated according to the percentage of the contract for part-time teachers. Monetary items shall include salary and life insurance. The percentage of full-time equivalence shall be stated on the contract of each part-time teacher.**

**C Additional Benefits:** The district will pay to the teacher a fringe amount prescribed by the negotiated agreement

**D. Covering Classes:** Teachers will receive \$15 for the loss of their planning period

**E. Summer School hourly wage will increase at the same rate as the base salary increases. 2020-2021 (August 2020) teachers will receive \$25.50 per hour**

**F. Weights - Summer \$10.00 per hour (2 coaches); \$15.00 per hour (1 coach); After School Weights \$10.00 per hour**

#### **ARTICLE 4- Residency**

When hiring new teachers, the Board of Education will have the option to give job preference to those applicants willing to reside within the boundaries of USD #102.

#### **ARTICLE 5- Conditions of Employment**

- A. Teachers new to the system will receive a maximum of 5 years credit for prior experience unless the Board of Education deems that it would be in the best interest of the district to increase the amount of experience allowed
- B. Teachers have until July 1 to qualify for a horizontal movement on the schedule, and in that event can only receive one horizontal increment.
- C. The schedule establishes minimum salaries at each step and maybe exceeded if, in the opinion of the Board of Education, the best interest of the district will be served by so doing.
- D. There will be a notation on the contract indicating the position the teacher is placed on the pay schedule.
- E. There will be a notation on the contract indicating the position the teacher would be placed on the pay schedule if a step were granted each year.
- F. The schedule will be reviewed by the Board of Education with due consideration given.
- G. The e4E Evaluation tool will be used by administrators to evaluate teachers.

#### **ARTICLE 6- ESL Endorsements**

- A. One time \$500 stipend pay for the first year the teacher obtains an ESL endorsement and \$500 stipend pay for the following year to all teachers that have the ESL Endorsement on their Teaching License on or before September 20 of the current school year. If the teacher completes the ESL endorsement after September 20, the teacher will be eligible for the stipend amounts the following school year.
- B. Those teachers previously ESL endorsed will receive the \$500 stipend pay for the first year the teacher obtains an ESL endorsement and \$500 stipend the following year.
- C. The ESL endorsement must be on the teachers' certificate before the stipend is paid.
- D. If a teacher is less than full-time, the stipend will be paid as per the individual's contract (i.e. a half-time would receive a \$250 stipend pay for the first year the teacher obtains an ESL endorsement and \$250 stipend pay for the following year).
- E. The district agrees to pay for courses/classes to prepare for the ESL endorsement.
- F. The district agrees to pay for the Praxis exam.

- G. The district agrees to pay for the processing fee for an additional endorsement to be placed on the teachers' license by KSDE.
- H. Provisions a-d only pertains to teachers employed by USD #102 before June 30, 2010.
- I. New teachers employed by USD #102 (after July 1, 2010) will have or will be working towards getting the ESL endorsement on their license.
- J. If the teacher hired after July 1, 2010 does not have the ESL endorsement, the teacher will have two school years to complete the endorsement.
- K. Teachers hired after July 1, 2010, will not be eligible for the stipend pay as outlined in 3a-d. The teachers hired after July 1, 2010 will be eligible for the provisions listed in 3e-g.

#### **ARTICLE 7- Fringe Benefit**

- A. A section 125 Salary Reduction Plan will be adopted by the Board of Education.
- B. Term life insurance shall be provided to each teacher in the amount of \$10,000.
- C. Medical and/or Dependent Care deductions may be designated for payroll deduction provided one company is designated as the administrator. (The Board will guarantee funding of the administrative fee for up to the first 12 months of this agreement.)
- D. It is the intent of the district to make quality health care available to the employees of USD 102. The district will contribute a total of \$445.00 per month to the certified Teacher's Section 125 plan providing said teacher is employed half-time or more and has elected to participate in the district health/dental insurance plan. Employees can access this \$445.00 per month only if they choose to enroll in the district health/dental insurance plan. The \$445.00 can only be applied toward the district health/dental insurance plan.

In the event that the amount of the Board's contributions is less than the health insurance premium, and the employee has elected to receive the said benefit; the employee shall authorize a deduction from her/his salary of the difference between monthly premiums and the Board's contribution. This fringe is a "use it or lose it" benefit for the employees.

**Health Benefit Refunds-** In any insurance contract year, where utilization of insurance benefits by employees covered by this contract results in a divisible surplus as determined by the official records and reports of the insurance carrier, such surplus shall be refunded to the employees who have paid a premium over that which the district provides in a pro-rata share to the premium paid by each employee towards the purchase of the insurance. The district is entitled to the proportionate share of the refund that the district paid in premiums.

Any divisible surplus funds received by the district shall be kept in a separate fund and will be used to offset a future increase in health insurance as agreed upon by NEA Cimarron Ensign and the USD #102 Board of Education.

- E. Approved Insurance Companies for Payroll Deduction Companies for which deductions will be made for tax-sheltered annuities, life insurance, and cancer insurance shall be limited to those companies having insurance in force on this date.

They are:

Tax Sheltered Annuity Companies

Any investment provider that signs an agreement to participate in the 403(b) Tax-Sheltered Account Plan through Bay Bridge Administrators

Salary Protection Insurance

Security Benefit

Life Insurance (Term)

Kansas City Life Insurance

Cancer Insurance

American Fidelity  
American Heritage  
Security Benefit

- F. The district will pay \$35 per approved undergraduate college hour and the actual cost of approved college graduate hours not to exceed \$175 per hour and not to exceed 10 hours for each calendar year beginning June 1st. At least 50% of the hours taken for recertification must be in the teacher's current area of certification, or specifically approved by the Superintendent. In the event that credit is received for in-service meetings, the cost is less than an allowed maximum per credit hour; the district will be responsible only for the actual cost of the course. Approval must be secured from the Superintendent of Schools before the course is taken and proof of payment and transcripts must be filed in the central office before payment is made.
- G. For college courses taught in the district for college credit and to further the district's in-service program the Board of Education will pay tuition, books, and required materials. Such courses shall be approved by the Superintendent of Schools.

H. Unused Sick Leave

1. The district will pay unused sick leave up to a maximum of 50 days in the amount of one-half of the substitute's lower daily rate at the time of reimbursement for each day accumulated from all years of USD #102 employment. This policy would become effective in the following circumstances:
  - a. Upon retirement or all teachers who are in good standing and voluntarily resign by June 1st will be paid for the accumulated sick leave; 55 years or older - a minimum of 15 years in the district.
  - b. In the case of a disability that would prevent continued employment by the district.
  - c. Upon death, payable to beneficiary or beneficiaries as designated by KPERS.
2. The district will pay unused sick leave up to a maximum of 25 days in the amount of one-half of the substitute's lower daily rate at the time of reimbursement for each day accumulated from all years of USD #102 employment. This policy would become effective in the following



circumstances:

- a. Upon retirement or all teachers who are in good standing and voluntarily resign by June 1st will be paid for the accumulated sick leave; no age requirement- minimum 7 years in the district.
- b. In the case of a disability that would prevent continued employment by the district.
- c. Upon death, payable to beneficiary or beneficiaries as designated by KPERS.

#### **ARTICLE 8- Leave Policies**

- A. Teachers will begin each school year with ten (10) days of sick leave as defined below. Those days may accumulate to seventy (70); i.e. when the teacher begins the seventh year of teaching in the system and has not missed any days due to illness he will have accumulated seventy days.
- B. Sick leave is defined as days missed due to teacher illness (a state of health which prohibits an employee from effectively carrying out his duties), or immediate family illness, defined as children, spouse, parents, brothers, or sisters. The Board reserves the right to require a statement from a medical doctor when sick leave is granted. Sick leave days may be taken in quarter-day increments.
- C. Sick Leave Bank

Members of the U.S.D. #102 certified staff may donate one (1) day of sick leave per year to the sick leave bank. Participants who have donated days and who have depleted their accumulated sick leave may draw upon the sick leave bank. The sick leave bank shall be administered as follows:

1. Participants must sign up for the sick leave bank and donate one (1) day of their individual sick leave by September 15th of each year. A staff member who begin work after the first of the school year must sign up for the sick leave bank within fifteen (15) days of the start of their contract.
2. The School Board will match the days donated to the sick leave bank by the certified staff.
3. The days in the sick leave bank will not accumulate from year-to-year.
4. The only people eligible to use days from the bank are those who donated sick leave at the beginning of the school year.
5. For each case the following steps will be followed:
  - a. The participant must use all of their own sick leave before considering the sick leave bank.
  - b. Sick leave bank days can be used for the illness or injuries suffered by the teacher or family members.
  - c. If requested days exceed days in the bank, leave days will be prorated at the same ratio as days requested to days in the bank.

- d. Requests to use days from the sick leave bank must be made in writing and submitted to the Superintendent by May 1st. The request should include the reason for the request and the number of days requested.
  - e. A committee of participating members shall be elected by the participating staff and shall be chaired by the director selected from the committee. The committee will consist of one representative from the elementary school, one representative from the high school, and one representative from the administration. Each representative will be chosen on a volunteer basis and will serve for one year. Decisions made by the committee may be appealed to the Board of Education.
6. A physician's statement documenting the severity of the illness or injury may be requested by the committee.

#### D. Personal Days

In addition to the sick leave described above, three days of personal leave per year accumulative to five will be granted with the approval of the principal. This day may not be taken the day preceding or following a vacation or during the first or last week of school, or on a scheduled in-service day, except under extreme emergencies or with the prior approval of the superintendent.

1. A personal day is defined as a "day taken with no questions asked." For the day missed under this provision, the district will pay the cost of a substitute teacher and no deduction will be made from the salary.
  2. Personal days may be taken in quarter-day increments.
- E. The district will allow the NEA Cimarron-Ensign a maximum of seven days per year for attendance at K.N.E.A. sponsored meetings without any salary deduction and will pay the cost of substitute teachers. Those days missed will not be included as business or professional leave for those teachers attending. Expenses for these meeting will not be paid by the district, but are an individual or association responsibility.
- F. National Meetings - Approval for one teacher per year may be granted to attend a national meeting, not to exceed five (5) school days. Recommendation to the Board will be made by the Professional Development Council. The district will pay the cost of the substitute and necessary costs of lodging, meals, travel, and registration fees.
- G. Arrangements for attendance at funerals and deaths in the family will be made on an individual basis with the building principal.
- H. All leave is kept current each pay period and is printed on each paycheck.
- I. For days missed not covered by this policy, or if sick leave or personal leave is exceeding according to the limits of this agreement, **an amount equal to one divided by the number of days of the teacher's annual contract salary will deducted from the monthly paycheck for each day missed.** Substitute teachers are hired and paid from district funds, and not by individual teachers.

## **ARTICLE 9- Working Conditions**

- A. Contract days – The contract will be written for 170 days.
- B. The district will allow 1 day the final day of the first nine weeks and an additional 12 days the last day of school or the day before the last day of school for grade preparation. Both these 12 days are considered working days in the school building.
- C. Class size - Building principals will recommend to the Superintendent when additional aides or classrooms might be needed because of large class sizes.
- D. Noon Duty - If a teacher is required to be a hallway monitor during his/her lunch period, he/she will be provided a paid lunch for that day.
- E. Planning Period shall be defined as follows:
  - At the Kindergarten level, teachers will receive an average of 45 minutes per day.
  - At the 1st through the 6th-grade level, teachers will receive an average of 55 minutes per day.
  - At the 7th through the 12th-grade level, teachers will receive an average of one class period that day.

## **ARTICLE 10- Reduction in Force**

- A. In the event it becomes necessary to reduce the number of certified personnel due to program elimination or reduction; insufficient enrollment; decrease in revenue; reorganization of the district; consolidation or modification of programs; or any other reason which may require reduction of personnel, the following guidelines will be followed:
  - 1. When a reduction in force is necessary the reduction shall be within grades kindergarten through six, and/or seven through twelve.
  - 2. Factors for Consideration: Whenever possible, the reduction of staff shall be accomplished by normal attrition. If further reductions are necessary, those factors to be considered shall be (not listed in priority order); academic degrees and training, assessment of performance by the principal, certification, and endorsement in areas of need, continuous years of service in the Unified School District No. 102, applicable federal and state laws, past and current evaluation reports, qualifications for academic areas or disciplines to be preserved in relation to available staff to fill such positions, activity assignments, the recommendations of building principals and administrative staff, and status of employment (probationary vs. non-probationary).
- B. Procedure for Notification: Personnel subject to reduction of staff procedures shall be provided written notification of termination on or before April 10 of the current school year. Such written notification shall be as provided by the Kansas statute regarding Due Process Procedures and the Continuing Contract Law (K.S.A. 72-5436 et. seq.). In the event of a layoff, the Board will make every effort to help separated personnel to be placed in other school systems.
- C. Any certified school teacher who has not been re-employed as a result of a reduction of the teaching staff shall be considered for re-employment if a vacancy exists for which the teacher would qualify. No teacher will lose re-employment rights by securing other employment during the lay-off. The Superintendent may recommend to the Board reinstatement of any such teacher whose name and address is on file in the central office whom he deems qualified and able to serve the best interest of

the district. The Board shall not be required to consider reinstatement of any such teacher after a period of two (2) years from the date of non-renewal.

#### **Article 11- Retirement**

- A. The retirement age for any staff member will be in accordance with current law.
- B. 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 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. (The cost for any examination referred to in this rule will be borne by the Board.)
- C. Retirement Notification Incentive

The early notice incentive will provide ample time to find a suitable replacement in the event of a retirement. In order to take advantage of the incentive, a teacher must be employed by USD 102 for five (5) years and inform the BOE of their retirement from the District on or before November 1st of the school year in which the retirement will commence. If notification (a written resignation) is presented on or before November 1st, the teacher will be awarded 10% of their base salary. This will be issued in one check after the resignation has been accepted by the BOE. If a teacher retires after the November 1st date the incentive is null and void.

In order to take advantage of this incentive, the teacher must be eligible for retirement as outlined and defined through KPERS.

#### **Article 12- Late Resignation Penalty**

- A. Kansas statute states that the Board of Education must notify the teachers of future employment by the third Friday in May. The teachers must notify the Board of Education of their desire to leave the district 14 calendar days after the third Friday in May.
- B. A late resignation by a teacher will subject the individual to the following financial penalty:
  - 1. From 15 days after the third Friday in May to June 30th the penalty shall be 2% of the resigning teacher's individual base salary.
  - 2. From July 1st to July 31st the penalty shall be 3% of the resigning teacher's individual base salary.
  - 3. From August 1st forward the penalty shall be 5% of the resigning teacher's individual base salary.
- C. The Board of Education reserves the right to not accept the resignation until the penalty is paid in the full amount and/or a suitable teacher is employed to the requested resigned position.
- D. The Board of Education reserves the right to waive any portion or all financial penalties for extenuating circumstances.

Upon ratification of this agreement by a majority of the teachers of USD #102 and a majority of the USD #102 Board of Education, this agreement shall become effective. These agreements may be altered, changed, added to deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendments to these agreements, through the negotiations process. The Board of Education and the NEA Cimarron-Ensign agree to the commitments contained herein and give them full force and effect.

NEA Cimarron-Ensign

President: John Mawry  
Negotiator: \_\_\_\_\_

Dated: 4/08/2020

USD 102 Board of Education

President: \_\_\_\_\_  
Negotiator: \_\_\_\_\_

Dated: 4/8/2020

Ratified by Teachers: \_\_\_\_\_  
(Date)

Adopted by the Board of Education: 6-8-2020 ; 6-0  
(Date)