

Special Board Meeting  
Monday, April 8, 2024 5:30 PM

Kenesaw Public School Library  
110 N Fifth Avenue  
Kenesaw, NE 68956-1563

## **Agenda**

1. Opening the Meeting
  - 1.A. Call to Order
  - 1.B. Roll Call
  - 1.C. Recite the Pledge of Allegiance
  - 1.D. Nebraska Open Meetings Law
  - 1.E. Publication of Meeting - The Meeting was Posted in the Legals Section of the Hastings Tribune on Friday, April 5, 2024
2. Action Items
  - 2.A. Review and Approve the 2024-2025 Negotiated Agreement
3. Adjourn

# KENESAW PUBLIC SCHOOL NEGOTIATED AGREEMENT 2024-2025

## PREAMBLE

This agreement is made and entered into this 15th day of April, 2024 by and between the Board of Education of the School District of Kenesaw in the county of Adams, in the State of Nebraska (hereinafter referred to as the “Board” or “District” as the context may require) and Kenesaw Education Association (hereinafter referred to as the “Association”). Adopted 1992.

## GENERAL PURPOSE

The Board and the Association recognize that the development of a quality education program for the children attending the public schools of Kenesaw is a joint responsibility which can best be achieved by agreement that all parties work toward common goals. The Board and the Association enter in this agreement with mutual dedication, recognizing that the experience, creativity and judgment of all parties are necessary to reach the educational needs of the community. Adopted 1992.

## ARTICLE I

### SALARIES

- (A) The salary schedule does not include or pertain to the administration or non-certified staff.
- (B) The base salary shall be determined through the negotiations process. The base salary for the 2024-2025 school year will be **\$39,200**.
- (C) In employing teaching personnel, credit for previous teaching experience in accredited public schools may be granted. The number of year’s credit allowed will be determined by the Superintendent of Schools. The number of years of experience a teacher is allowed upon signing their first contract shall be the base figure for all future contracts and will not be altered.
- (D) A teacher wishing to move horizontally on the salary schedule must meet the following criteria:
  - 1. All hours beyond the BA must be graduate hours in the teacher’s teaching area or have prior approval of the Board of Education.
  - 2. Credits earned after the opening day of school will not be counted toward the salary schedule until the next contract year.

3. Complete transcript of all college credit earned by each teacher which is pertinent to the teacher's placement on salary schedule or pertinent to meeting state accreditation standards shall be on file in the school's administration office and in the State Department of Education. It is the responsibility of each teacher to see that all transcripts of credit are on file in the Department of Education and that all hours of credit are coded accurately. A copy of the letter accompanying transcripts in the State Department of Education shall be filed in the Superintendent's Office.

4. A teacher cannot move horizontally more than one column in one year except for the following: A teacher can move horizontally from the BA + 27 Step to the MA Step in one year.

(E) In no case can a teacher move vertically more than one step per year.

Beginning with the 2018-2019 school year a thirteenth (13<sup>th</sup>) vertical step has been added to the salary schedule. This step will begin at the MA level.

(F) Beginning with the 2020-2021 school year, the KPS Salary Schedule will be a true 4 X 4 (4% years, 4% education). Beginning with the 2021-2022 school year and each year thereafter until altered through the negotiation process, the KPS Salary Schedule will be a 4 X 4.5 (4% years, 4.5% education).

(G) A teacher must have the recommendation of the administrative staff before they can advance on the salary schedule, a teacher may be rehired without advancement on the salary schedule, but in no instance shall a teacher be held two consecutive years due to the lack of an administrative recommendation.

(H) All salaries will be paid in 12 equal payments.

(I) All teachers must earn a minimum of 6 semester hours or its equivalent every 6 years to advance in salary.

(J) Incentive pay: Graduate course work in endorsed academic teaching area or if instructor is teaching outside of endorsed area course work in that area would qualify unless the district requires the teacher to attend school and pays the tuition and fees. A maximum of twelve hours per year at a rate of up to \$125.00 per hour. Payment shall be based on verifiable expenses including tuition, books, fees, mileage, and/or lodging. The mileage would be based on the current mileage fee paid by the district. In the case of carpooling payment would be made for the actual days driven.

Plans to take course work and the number of hours must be submitted in writing prior to May 1st and all course work must be submitted in writing to and approved by the Administration prior to the registration for the course(s). The teacher would receive the pay in one lump sum with their October pay check for applicable credit received prior to the start of the school year. To be eligible for this payment, the individual must be a returning staff member. (Effective September 1, 1985)

- (K) Provisions in this agreement pertain to full time teachers. Any teacher with less than a full time contract will receive the same percentage of salary and benefits for the percent of time they are contracted to be on duty.

## **ARTICLE II**

### **TERMS OF EMPLOYMENT**

- (A) Pre-school clinics or extra duties not specifically listed are considered a part of the contractual agreement and may be assigned to any given teacher. A teacher's contract year shall be considered 184 days of service.
- (B) The Board reserves the right to make necessary adjustments (ie. place someone higher on the salary schedule than their actual education and experience) in order to meet emergencies which arise in hiring teachers. The superintendent will notify the president of the Association whenever this situation occurs.

## **ARTICLE III**

### **LEAVES**

- (A) Sick Leave: Teachers on a full-time basis will be allowed ten (10) days sick leave for the first year of employment in the school district and for each sequential year of employment will be allowed ten (10) days per year which may be accumulated to a maximum of forty-five (45) days to use in any one school year. \*

A teacher may use up to two (2) sick leave days per year to attend funerals other than immediate family. Days not to be used consecutively.

A teacher may use two (2) sick leave days in exchange for one (1) personal day. This may be done only one time each school year.

- (B) Personal Leave: Three (3) non-accumulative personal days (which may be taken as quarter, half, or full days) of leave on full pay each year will be available to each certified employee. A certified employee may also exchange two (2) sick days for one additional fourth (4) personal day one time during each school year. The following conditions will apply to personal days:
1. Requests for leave days shall be submitted in writing to the Principal at least one week in advance. Only two (2) teachers on this type of leave on the same date. This provision may be waived by the principal in emergency situations. Leave dates may not be available on days when athletic and activities are held during the school day.
  2. Leave requests by more than two (2) teachers for same date will be determined by the date and time the request is submitted.
  3. Leave request for the four (4) personal days listed above and during the final two (2) weeks of school will be considered. Leave during these times must be approved by administration.
- (C) Funeral Leave: Leave without loss of pay will be available to each certified employee in the event of death in the immediate family.

Definition of Immediate Family: For the purposes of this agreement, only the following shall be considered members of the immediate family of an employee: spouse, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, grandchild, grandfather, grandmother, aunt, uncle, niece, nephew, including the step equivalent of the above, and a person standing in loco parentis to the employee; or a person permanently residing in the household of the employee, regardless of the relationship to the employee. Funeral leave is unlimited but must be approved by the superintendent.

- (D) Discretionary Leave: Discretionary Leave is designed to add a measure of flexibility to the scheduled workday. Employees may use this leave for emergency, business or family matters such as conferences or school activities. This leave may not be used in place of sick leave. Discretionary Leave is intended to be used infrequently and for sufficient reason. The employee is asked to consider the impact on the workplace and student learning that their absence may have.

1. Discretionary Leave is for an absence that requires leave of two (2) hours or less and is granted at the discretion of the building principal or superintendent. Teachers are expected to find their own replacements for coverage of their duties. No stipend will be given to the employees who agree to cover for Discretionary Leave. It is expected that the principal and/or superintendent be informed of these arrangements. Student learning shall not be impeded by the employee's absence. The Discretionary Leave Form must be filled out by the employee making the request. Teachers will be granted no more than four (4) hours of Discretionary Leave in one (1) school year.

E) Sick Leave Bank: A Sick Leave Bank ("SLB") is established under the following conditions:

Participation – Any member of our certified staff covered by this Agreement may participate in the SLB by donating, from one (1) to five (5) days when another eligible certified staff member requests, and is granted leave by the KEA Executive Committee. Participation is voluntary and is on an "as needed" basis. Each faculty member donating sick days must submit a SLB donation form to the Chairperson of the KEA Executive Committee. Participation is irrevocable for the contract year for which the donation is made and sick leaves are not refundable. The donated sick days can then be used by the certified staff member in need as paid leave. Any unused leave will go into a bank to be used by another approved request.

Eligibility – A participant who has fully exhausted their annual and accumulated sick and personal leave may apply for SLB benefits as provided herein. An individual **is also required to take a one-time only dock-day** (1 day) before borrowing from the bank for each contract year.

Benefits – An eligible participant may apply for SLB benefits by submitting an application for benefits to the Kenesaw Education Association Executive Committee. The application shall identify the medical basis for the request and the number of days the applicant seeks to withdraw from the SLB. The Executive Committee may determine the extent to which medical certification of disability or illness will be required to evaluate an application, and whether an applicant must personally appear before the Executive Committee in support of their application. Unless excused by the Executive Committee, when a participant applies for SLB benefits three (3) consecutive years, the application must be accompanied by a personal appearance before the Executive Committee for the third consecutive request. The Executive Committee shall grant an application for SLB benefits only for reasons outlined in the sick leave section of the Agreement.

Limitations – The total number of SLB days granted based on any single application shall not exceed thirty (30). Participants who have been granted SLB benefits may submit subsequent applications for benefits upon exhaustion of SLB benefits previously granted during the same contract year; however, a participant is limited to a total of 30 SLB days (following the one-time only dock day) in a given contract year. It is the responsibility of the employee to complete the required forms for sick leave bank consideration (available from Chairperson of KEA Executive Committee). Failure to complete all forms within the established time period will result in denial of access to SLB provisions.

Responsibilities – The Kenesaw Board of Education shall honor days of sick leave granted by the KEA Executive Board in an amount not to exceed the total number of un-withdrawn days of sick leave donated by the participants of the SLB. Any requested days that are denied by the Executive Board of the Kenesaw Education Association under the SLB provisions will be treated as unpaid leave and consequently be subject to payroll deduction. Unused days donated to the SLB shall accumulate from year to year. The Kenesaw Education Association Executive Committee shall provide the Superintendent's Administrative Assistant with a list of those participants who have donated to the SLB. This list will be provided by the end of the month in which the leave is donated. The Kenesaw Education Association shall be responsible for all bookkeeping necessary for the administration of the SLB.

Disability Leave – Participants eligible for the SLB benefits shall be eligible for SLB benefits during the elimination period under any long-term disability coverage for which they may be eligible; provided, however, any participant who has received SLB benefits for a period during which they receive long-term disability benefits shall remit to the Kenesaw School District an amount equal to the SLB benefits received during such period within 14 days of receipt of long-term disability benefits. Nothing herein shall be construed to provide a participant SLB benefits for any period in which the participant is qualified to receive a long-term or short-term disability benefit.

Worker's Compensation – Participants eligible for SLB benefits shall be eligible for SLB benefits during the elimination period under any Worker's Compensation coverage for which they may be eligible; provided, however, the Kenesaw School District may deduct and withhold from a participant's wages an amount equal to any Worker's Compensation benefits received by the participant for any period during which the participant received SLB benefits. Nothing herein shall be construed to impair or deny the ability of a participant from receiving Worker's Compensation benefits to which they may otherwise be entitled.

Staff will be reimbursed substitute pay rate per day for personal days not used up to 2 days a school year. This reimbursement will be included in the July pay period.

Each teacher will receive a 2% of base salary increase for completion of every 10 years of service, retroactive beginning the 2015-2016 school year.

At retirement staff will be reimbursed \$60 for each unused sick day, up to 45 days. Teachers must be employed with the district for a minimum of 15 years to qualify.

Staff will be eligible for a \$300 bonus for no sick days used, paid yearly.

Staff covering for a class period during their planning period will be paid \$25. This includes elementary teachers covering a class period during a “specials” time.

## ARTICLE IV

### INSURANCE

- (A) The school district agrees to furnish group health insurance coverage during the 2024-2025 school year, the Ee Spouse & Child(ren) will be \$2,112.45 a month; Ee & Spouse will be \$1,573.23 a month; Ee & Child(ren) will be \$1,385.96 a month and employee only will be \$749.18 a month with a \$1,200.00 deductible. Retired Kenesaw Public Schools employees (certified and full-time classified) may purchase insurance through the Kenesaw Public Schools’ group insurance plan. The school district furnishes employee only dental insurance – PPO – 100%A, 75%B, 50% C Coverage – Option 2 at \$29.54 monthly.
- (B) Tax sheltered plans may be made available to teachers who wish to take advantage of opportunities made possible by the Internal Revenue Service.

## ARTICLE V

### GRIEVANCE PROCEDURE

- (A) Definition of Terms
  - 1. Grievance – Claim based upon an event or conditions that affects and/or the term and conditions of employment of a teacher, or of a group of teachers, and/or the interpretations, meaning, or application of any of this negotiated agreement

2. Aggrieved Person – Person or persons making the claim.

3. Party in Interest – Person or persons making the claim, and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

(B) Purpose

The purpose of machinery for grievance adjustment in the Kenesaw Public School District are the following:

1. Unobstructed communication with respect to alleged grievances without fear of reprisal.

2. Reduction of the potential areas of conflict among staff members and administrators and Board of Education.

3. Two-way communication through recognized channels among administrators, staff members, local professional associations, and Board of Education

4. Development of improved morale and effectiveness of staff members.

(C) Procedures

1. Level I (Informal)

If a teacher feels that he or she has a grievance, he or she must first discuss the matter with the other party or interest or with his or her principal, or immediate supervisor in an effort to resolve the problem.

2. Level II

If the aggrieved person is not satisfied with the disposition of the problem, they may submit their claim as a formal grievance, in writing to the principal or immediate supervisor. The formal grievance must be submitted within ten (10) workdays after the Level 1 discussion. The principal or immediate supervisor shall, within ten (10) workdays excluding weekends and holidays, render his or her decision and the reasons for it in writing to the aggrieved person.

3. Level III

If the aggrieved person is not satisfied with the disposition of the grievance at Level II, they may, within ten (10) workdays of their receipt of the Level II decision, file a written grievance with the Superintendent of Schools. Within five (5) workdays excluding weekends and holidays, the Superintendent shall meet with the aggrieved person and discuss the problem. Within ten (10) workdays excluding

weekends and holidays after such meeting, the Superintendent shall render his or her decision and the reasons for it in writing to the aggrieved person.

**4. Level IV**

If the aggrieved person is not satisfied with the disposition of his grievance at Level III, they may, within ten (10) workdays of their receipt of the Level III decision, file the written grievance with the Board of Education. The Board of Education, or a Committee of the Board of Education, shall meet with the aggrieved person within fifteen (15) workdays excluding weekends and holidays after the filing of said grievance at either a regular or special meeting of the Board, or an ad hoc Committee meeting. Within (10) workdays excluding weekends and holidays after the said meeting, the Board shall render its decision and the reasons for it in writing to the aggrieved person.

**5. Level V**

If the aggrieved person is not satisfied with the disposition of the grievance at Level IV, the advice of the Nebraska State Education Association or other legal remedies under the laws of the State of Nebraska may be sought.

**6. Other Considerations**

The grievance procedure may be used by groups of teachers in the same manner as heretofore set forth. Likewise, such procedure may be used by the administrative staff, including the Board of Education, omitting any unnecessary lower levels. A grievance may be withdrawn at any level without prejudice. The aggrieved person may elect to have a member of the local KEA as a representative at any level.

**ARTICLE VI**

**EXTRA DUTY**

- (A) Administrators qualify for extra duty schedule pay.
- (B) The district will pay coaching association dues.
- (C) The school district will pay adults the following for working at varsity sports games:  
Football game - \$25.00 to the clock operator and \$20.00 to the announcer and stat taker(s),  
Volleyball match or Basketball game - \$25.00 to the clock operator and scorer,

Volleyball match (J.V./Var.) - Each line person will be paid \$20 per triangular match and \$30 per dual match. The Libero tracker will be paid \$5.00 per set.

- (D) The school district will pay faculty members \$25.00 per night for ticket taking
- (E) The salary of each coach covered by this Agreement shall be determined by the salary schedule attached as Appendix C & D – Extra Duty Schedule.
- (F) The school district will pay the elementary SAT Chairperson and the high school SAT Chairperson - \$300.00 per year each.
- (G) The school district will pay the Junior High coaches an additional \$250.00 if they practice until 4:00 p.m. at least two days a week.
- (H) The school district will pay certified staff (teachers) the equivalence of one day's substitute pay (\$150) for each day they are asked to work outside of their contracted days. Full day - \$150, Three fourths of a day - \$112.5, half day - \$75.

## **ARTICLE VII**

### **MISCELLANEOUS PROVISION**

- (A) Teachers must have a current certificate registered by the Superintendent in order to receive a pay check.
- (B) For every seven (7) hours outside of school contract time that each certified teacher devotes to Parent – Teacher Conferences, the certified teacher will be granted a compensation day or comp day. The Kenesaw Education Association has asked for this day to be provided on a mutually agreed upon day for certificated staff members.

## **ARTICLE VIII**

### **DURATION OF AGREEMENT**

This agreement shall be effective as of the beginning of the 2024-2025 school year and will conclude at the end of this year.

**ARTICLE IX**  
**DOCUMENT AUTHORIZATION**

This agreement is from negotiations between the committee from the Board of Education and the committee from the Kenesaw Education Association. The agreement and related items are to be in effect for the 2024-2025 school year.

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
President, Kenesaw Education Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Education  
Committee Representative

\_\_\_\_\_  
Kenesaw Education Association  
Committee Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

# BASE 2024-2025

BASE \$39,200  
 Vert Ind. 0.04  
 Horz Ind. 0.045

## INSURANCE - 2024-2025 RATES

	Family	Employee/Spouse	Employee/Child	Single
DENTAL	\$ 2,154.49	\$ 1,604.53	\$ 1,413.53	\$ 764.09
Total Ben.	\$ 2,184.62	\$ 1,634.66	\$ 1,443.66	\$ 794.22
Annual Total	\$ 26,215.44	\$ 19,615.92	\$ 17,323.92	\$ 9,530.64

## SALARY SCALE

STEP	BA	BA+9	BA+18	BA+27	BA+36	MA	MA+9	MA+18
1	1.000 \$39,200.00	1.045 \$40,964.00	1.090 \$42,728.00	1.135 \$44,492.00	1.180 \$46,256.00	1.225 \$48,020.00	1.270 \$49,784.00	1.315 \$51,548.00
2	1.040 \$40,768.00	1.085 \$42,532.00	1.130 \$44,296.00	1.175 \$46,060.00	1.220 \$47,824.00	1.265 \$49,588.00	1.310 \$51,352.00	1.355 \$53,116.00
3	1.080 \$42,336.00	1.125 \$44,100.00	1.170 \$45,864.00	1.215 \$47,628.00	1.260 \$49,392.00	1.305 \$51,156.00	1.350 \$52,920.00	1.395 \$54,684.00
4	1.120 \$43,904.00	1.165 \$45,668.00	1.210 \$47,432.00	1.255 \$49,196.00	1.300 \$50,960.00	1.345 \$52,724.00	1.390 \$54,488.00	1.435 \$56,252.00
5	1.160 \$45,472.00	1.205 \$47,236.00	1.250 \$49,000.00	1.295 \$50,764.00	1.340 \$52,528.00	1.385 \$54,292.00	1.430 \$56,056.00	1.475 \$57,820.00
6	1.200 \$47,040.00	1.245 \$48,804.00	1.290 \$50,568.00	1.335 \$52,332.00	1.380 \$54,096.00	1.425 \$55,860.00	1.470 \$57,624.00	1.515 \$59,388.00
7		1.285 \$50,372.00	1.330 \$52,136.00	1.375 \$53,900.00	1.420 \$55,664.00	1.465 \$57,428.00	1.510 \$59,192.00	1.555 \$60,956.00
8		1.325 \$51,940.00	1.370 \$53,704.00	1.415 \$55,468.00	1.460 \$57,232.00	1.505 \$58,996.00	1.550 \$60,760.00	1.595 \$62,524.00
9		1.365 \$53,508.00	1.410 \$55,272.00	1.455 \$57,036.00	1.500 \$58,800.00	1.545 \$60,564.00	1.590 \$62,328.00	1.635 \$64,092.00
10			1.450 \$56,840.00	1.495 \$58,604.00	1.540 \$60,368.00	1.585 \$62,132.00	1.630 \$63,896.00	1.675 \$65,660.00
11				1.535 \$60,172.00	1.580 \$61,936.00	1.625 \$63,700.00	1.670 \$65,464.00	1.715 \$67,228.00
12						1.665 \$65,268.00	1.710 \$67,032.00	1.755 \$68,796.00
13						1.705 \$66,836.00	1.750 \$68,600.00	1.795 \$70,364.00

\$39,200.00

**EXTRA-DUTY PAY SCHEDULE  
2024-2025 SCHOOL YEAR**

BASE	EXTRA-DUTY PAY SCHEDULE										
	7TH SPONSOR	12TH SPONSOR	11th SPONSOR	JHVB (2)**	FBLA	FFA	ASST WRE*	MUSIC V & I	HEAD B TRACK	HEAD FB	HEAD BBB
8th SPONSOR			DANCE SQUAD	JHFB (2)	CHEER LDR		ASS'T TRACK	SPEECH	HEAD G TRACK	HEAD VB	HEAD GBB
9th SPONSOR			QUIZ BOWL	JHGBB (2)**	SKILLS USA		ASS'T FB	ONE ACT	CROSS COUNTRY		AD
10th SPONSOR			STUDENT COUNCIL	JHBBB (2)**			ASS'T VB	ASS'T BBB		HEAD WRESTLING	
NHS				JHWrest (2)**				ASS'T GBB			
EDUCATORS RISING			CONCESSIONS	JHCC***							
			MEDIA ADVISOR	JHTrack (3)							
			Journalism/Yearbook	STRIV TV							
STEP	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6	CAT 7	CAT 8	CAT 9	CAT 10	CAT 11
	0.016	0.019	0.0200	0.025	0.040	0.060	0.0750	0.080	0.090	0.100	0.110
1	\$627.20	\$744.80	784.0000	\$980.00	\$1,568.00	\$2,352.00	\$2,940.00	\$3,136.00	\$3,528.00	\$3,920.00	\$4,312.00
		0.021	0.0220	0.030	0.045	0.065	0.080	0.085	0.100	0.110	0.120
2		\$823.20	862.4000	\$1,176.00	\$1,764.00	\$2,548.00	\$3,136.00	\$3,332.00	\$3,920.00	\$4,312.00	\$4,704.00
			0.0240	0.035	0.050	0.070	0.085	0.090	0.110	0.120	0.130
3			940.8000	\$1,372.00	\$1,960.00	\$2,744.00	\$3,332.00	\$3,528.00	\$4,312.00	\$4,704.00	\$5,096.00
				0.055	0.075	0.090	0.095	0.095	0.120	0.130	0.140
4				\$2,156.00	\$2,940.00	\$2,940.00	\$3,528.00	\$3,724.00	\$4,704.00	\$5,096.00	\$5,488.00
					0.080	0.095	0.095	0.100	0.130	0.140	0.150
5					\$3,136.00	\$3,724.00	\$3,724.00	\$3,920.00	\$5,096.00	\$5,488.00	\$5,880.00

\*This position is provided when more than one-half of the weight classes are filled.

\*\*Second Coach based on number competing, and the ability to fill the position. Must be approved in writing by superintendent prior to beginning of the season.

\*\*\*Position based on number competing, and the ability to fill the position. Must be approved in writing by superintendent prior to beginning of the season.

- Jr. High FB/VB - If practice is after school, an additional \$250 will be added to the pay.

- SAT Pay is \$300.00 per year

- Mentoring another teacher - \$300 per year

- SPED Coordinator Pay is \$400 per year

- FFA - Eight (8) additional contract days to be used in the summer and calculated on base pay amount. Only days used will be paid.