

SOUTH CENTRAL NEBRASKA UNIFIED #5 NEGOTIATED AGREEMENT

2017-2018



Board of Education Vision Statement

'Continuously and passionately provide for and expect educational excellence through high levels of commitment, collaboration, and communication among students, parents, staff, and community.'

SOUTH CENTRAL NEBRASKA UNIFIED SCHOOL DISTRICT #5
2017-2018 NEGOTIATED AGREEMENT

PREAMBLE:

This agreement is made and entered into by and between the Board of Education, of the South Central Nebraska Unified School District #5, School District 65-2005, (herein referred to as the "Board" or "District") and the South Central Nebraska Unified Education Association (herein referred to as the "Association").

GENERAL PURPOSE:

The Board and the Association recognize that the development of a quality educational program for the children attending the public schools of the South Central Nebraska Unified School District #5 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.

Any item and/or provision contained in this Agreement which may unknowingly be in violation of Federal or State Law(s) or Statute(s) shall be declared null and void.

NEGOTIATION PROCEDURE:

When both parties to this Agreement agree, by mutual consent, to enter into professional negotiations in ensuing years, any item and/or provisions contained in this Agreement not requested for change by either party shall be automatically renewed.

RECOGNITION:

The Board recognizes the Association as the exclusive and sole collective bargaining representative for all Certified Contracted Employees of the District providing that each year the Association will show evidence to the Board that the Association represents a majority of the members of the bargaining unit (Certified Contracted Employees holding a teacher contract), and that the Board affirm its recognition in this regard by motion at a regular Board of Education Meeting.

CERTIFIED CONTRACTED EMPLOYEES RIGHTS:

Nothing contained in this Agreement shall be construed to deny any Certified Contracted Employee those rights provided under Nebraska law, other applicable laws, and regulations. Rights granted to teachers herein shall be deemed to be in addition to those provided in State and Federal Laws or Statutes, Board Policies, Rules and Regulations of the Nebraska Department of Education, Professional Practices Commission, and the Negotiated Master Agreement.

The Board will not discriminate against any Certified Contracted Employees with respect to terms and conditions of employment, by reason of membership in the Association and its affiliates, participation in collective negotiations with the Board, or institution of a grievance under the terms of this Agreement.

PART TIME EMPLOYEES:

An employee must be employed a minimum of 0.5 full-time equivalency (FTE) to qualify for fringe benefits. The Salary and fringe benefits of employees who are contracted from 0.5 to 0.99 FTE shall be prorated based on the employees's FTE.

SALARY SCHEDULE:

The salary of Certified Contracted Employees covered by this Agreement shall be determined by the salary schedule attached as Appendix 'A' to this agreement.

The salary schedule recognizes years of experience and advanced educational course work through the Master Degree plus 36 hours, step 15.

The salary schedule is a 4 x 5 schedule. This is defined as a percentage increase of four percent (4%) vertical and five percent (5%) horizontal based on the base salary.

INITIAL SALARY SCHEDULE PLACEMENT:

When Certified Employees are hired, beginning with the 2001-2002 school year, by the South Central Nebraska Unified School District #5, they shall be credited with all years of previous teaching experience and placed on the salary schedule according to their degree level.

HORIZONTAL MOVEMENT ON THE SALARY SCHEDULE:

The salary schedule recognizes credit hours of work completed beyond the Bachelors Degree and earned after the employee has been awarded the Masters Degree. Graduate credit hours need not apply toward a specific Masters Degree for the movement on the salary schedule up to the Bachelors + 36 / Masters Degree Column (Column E).

For a Certified Contracted Employee to move horizontally on the salary

schedule, for additional credit hours beyond the BA level, the credit hours must be presented to the Superintendent's office on an official transcript from the higher educational institution granting the credit hours by September 1 of each school year. Community College or undergraduate hours necessary for the improvement of instruction may be used for advancement upon approval of the Superintendent.

Graduate hours, applied toward the columns beyond the Bachelors + 36 / Masters Degree Column (Column E) of the salary schedule, must be taken after the certified contracted employee has acquired the Masters Degree.

The Superintendent's office shall request each spring, on an Intent of Horizontal Movement Form, each Certified Contracted Employee's intent to move horizontally on the salary schedule for the next school year.

VERTICAL MOVEMENT ON THE SALARY SCHEDULE:

Certified Contracted Employees shall advance one vertical step for each year of experience in the District until they have reached the last step in the salary schedule column they are placed in. Vertical movement can only be one step per school year.

BASE SALARY:

The base salary for the 2017-2018 school year shall be Thirty Four Thousand Five Hundred Fifty Dollars (\$34,550) for Certified Contracted Employees.

SALARY PAY DATE:

Certified Contracted Employees shall be paid in twelve (12) equal payments on or before the 15th of each month.

REGISTRATION OF CERTIFICATE:

A valid certificate must be registered with the Superintendent and filed in the Central Office. Failure to meet this requirement by September 15th will result in wages being held.

EXTRA-DUTY SCHEDULE:

When an agreement has been reached between an individual employee and the District relating to the performance of extra duty/curricular duties, the salary shall be in accordance with the extra duty/curricular salary schedule attached as Appendix 'B' to this Agreement.

Steps on the extra duty/curricular schedule are applicable to experience in the District as duty has been assigned. Previous experience in each of the School Districts

in the Unification will be credited in the appropriate initial placement on the extra duty/curricular schedule.

COVERAGE TIME COMPENSATION:

When a Certified Contracted Employee is asked and agrees to cover another Certified Contracted Employee's class(es), the Certified Contracted Employee shall have the option of being paid 12.5% of the daily substitute teacher rate per class period, 3.125% for each quarter hour of a block course, prorated for elementary time, or receive compensation in the form of paid release time at a rate of one period for every period covered as a substitute teacher. Certified Contracted Employees selecting the 12.5 % of the daily substitute teacher rate per class period option, or 3.125% for each quarter hour of a block course shall be paid in the June paycheck for the hours accumulated during the most recent school year.

Certified Contracted Employees selecting the paid release time option may take such accrued release time in increments of quarter-hours, periods, half-day and full days(s) upon request to and approval of the administration. The paid release time may accumulate from year to year to a maximum amount of a 5 day equivalency (40 hours or class periods).

The number of coverage time(s) (periods) accumulated by each certified contracted employee during the most recent school year as well as hours accumulated during previous school years shall be kept by the Building Principals. Each certified contracted employee will be informed in writing of previously accumulated hours and hours accumulated during the most recent school year the third week of January and prior to checkout in May.

OVERLOAD PAY:

In the event that it is mutually agreed by the District and a Certified Contracted Employee to accept an additional assignment that precludes them from having a planning period that Certified Contracted Employee will be paid overload pay at the rate of 12.5% of the base or 3.125% for every quarter hour of a block course.

In the event any certified contracted employee is assigned to two (2) separate sites on an everyday basis and travel time precludes them from having a full planning period, that Certified Contracted Employee will be allocated 1/2 of the overload rate or 6.25% of the base salary or 1 / 2 of 3.125% for every quarter hour of a block course.

In a co-teaching classroom where the general education teacher serves as a special education teacher the teacher will be called a general/special education teacher. The general/special education teacher will be compensated according to the number of special education students who are assigned to the general/special education teacher's case load. For 1-3 special education students assigned the general/special education teacher will receive 4% of the base salary. If 4-6 special education students are assigned, the general/special education teacher will receive 8% of the base salary. When 7-9 special education students are assigned, the general/special education teacher will receive 12% of the base salary.

DISTANCE LEARNING:

Assignment of Certified Contracted Employees to a distance learning class held before or after the normal student school day shall be considered a voluntary assignment. This voluntary assignment shall be compensated at the designated overload pay. The Association recognizes that the School District belongs to the Central Nebraska Distance Education Consortium and has adopted the necessary policies of the consortium to manage and operate the distance learning classroom.

When a teacher is assigned to teach a distance learning class during a scheduled class period where the classroom includes two or more different locations the teacher will be compensated at the designated overload pay of 12.5% of the base.

DUAL CREDIT COURSES:

Staff members who teach courses offered for college credit will receive seventy-five (75) percent of the payment the district received from the college for offering and teaching the class. Twenty-five (25) percent will go to the district.

SCHOOL IMPROVEMENT STEERING, TECHNOLOGY, AND PBIS COMMITTEES:

Staff members serving on the School Improvement Steering, PBIS, Technology Committees, or as Reading Coach will be compensated at \$20 per hour of work done outside of 8:00 a.m. to 4:00 p.m.

HEALTH - DENTAL INSURANCE:

The District shall provide for each Certified Contracted Employee the Educators Health Alliance \$900 P.P.O. and \$3,500 Dual Choice Health Insurance Plans provided by Blue Cross/Blue Shield of Nebraska. The District shall pay the full premium for this coverage.

Each Certified Contracted Employee shall select at the beginning of each school year from the Employee, Employee with Child(ren), Employee and Spouse, or Employee, Spouse, and Child(ren) tier of insurance.

The District shall provide for each Certified Contracted Employee the Nebraska Educators Health Alliance individual PPO 100% A, 75% B with 50% C coverage Dental Plan provided by Blue Cross/Blue Shield of Nebraska. For those Certified Contracted Employees who are married with both the spouses employed by the District, the District shall provide the Employee, Spouse, and/or Child family dental premium. Further, for all other Certified Contracted Employees may elect to obtain Dental Insurance for any of the other three tiers by paying for such plan through payroll deduction.

The premiums for health and dental insurance are paid to the insurance company and will not be paid as cash or salary to the employee in place of the health and dental insurance coverage.

Any Certified Contracted Employee of 0.5 F.T.E. and less than 1.0 F.T.E. will have health and dental benefits prorated based on F.T.E. equivalency.

LIFE INSURANCE:

Each Certified Contracted Employee may elect at the beginning of each school year an option to purchase term life insurance for themselves and/or dependents at the Certified Contracted Employee's expense. This expense will be payroll deducted.

The Superintendent's office will assist the individual and/or family with initial filing of such claim.

DISABILITY INSURANCE:

The District shall provide a group Disability Insurance Plan (LTD) for each Certified Contracted Employee. The District will include the premium of such LTD insurance as part of each Certified Contracted Employee's total salary plus the health/dental insurance premium. The premium for each Certified Contracted Employee will then be payroll deducted monthly for the cost of such premium for LTD insurance. The Disability Insurance Plan will provide a 66 and 2/3 percent of salary and health/dental insurance premium upon the disability of the certified employee.

The individual must meet the waiting period qualifications of the plan. The waiting period will not exceed the maximum accumulation of sick leave (45) days or at the end of the accumulated sick leave. Further, the plan will have a minimal waiting period for preexisting conditions.

The Superintendent's office will assist the affected individual and/or family members with the initial filing with the insurance carrier.

SECTION 125 PLAN:

Each Certified Contracted Employee shall be entitled to participate in a Section 125 Plan.

ANNUAL COVERAGE:

The District shall make the payments of premiums, as provided in this Agreement, for Health, Dental, and Disability Insurance for the entire annual fiscal year of the District. That year is September 1 to August 31. An exception to this provision will be separation of contractual terms between a Certified Contracted Employee and the District.

SICK LEAVE:

Certified Contracted Employees shall be credited with ten (10) days per year sick leave, cumulative to forty-five (45) days.

The time granted under this leave may be used for personal illness or illness in the Certified Contracted Employee's immediate family. After six (6) consecutive years of service to the District and to the individual school districts that comprise the District, upon separation from the District, the Certified Contracted Employee shall be compensated for all unused, accumulated sick leave days. This compensation shall be at the rate of 25% of the District's current rate of substitute teacher pay for each day of unused sick leave. Payment will be made in the June paycheck.

PERSONAL LEAVE:

At the beginning of each school year, each Certified Contracted Employee shall be credited with two (2) days of paid personal leave at no cost to the Certified Contracted Employee. Notification to the Certified Contracted Employee's Building Principal, or immediate supervisor, for personal leave shall be made at the earliest time possible by the Certified Contracted Employee making the request. If the Certified Contracted Employee has unused personal leave at the end of the contract year, the Certified Contracted Employee will be given the option of being paid for the unused day(s) or banking the unused day(s) for use in a future school year. If the Certified Contracted Employee chooses to cash in the unused day(s) the rate of pay will be the regular substitute rate that is set by the district. Payment will be made in the June paycheck.

Personal leave requests may be made in one-half (1/2) day or full day increments.

No personal leave will be granted one (1) day before and/or one (1) day after scheduled vacation periods as listed on the adopted school calendar or during Parent Teacher Conference days. Vacations shall include but not limited to: Labor Day, fall break, Thanksgiving Vacation, Christmas Vacation, winter break, and Easter Weekend. This can be waived by the Superintendent for emergency situations.

The Superintendent shall have the authority to limit the number of approved requests for any given day, if over three (3) teachers request personal leave on the same day at any one of the school sites, depending on the availability of substitutes.

If the Certified Contracted Employee has unused personal leave at the end of the contract year and chooses to bank the unused day(s) for future use the days(s) may be banked cumulative to a total of five (5) days. The Certified Contracted Employee may use any number of personal days up to the total accumulated amount during the contract year subject to conditions listed in the PERSONAL LEAVE section of this agreement. Once a personal leave day is banked for future use by the Certified Contracted Employee, the day must be used as a personal leave day and may not be cashed in.

The number of personal leave days accumulated by each Certified Contracted

Employee during the most recent school year as well as personal leave days banked from previous school years shall be kept by the Building Principals. The third week of January and prior to checkout in May each Certified Contracted Employee will be informed in writing of the number of unused personal leave days that they have accumulated.

In addition to the two (2) days of personal leave credited to the Certified Contracted Employee at the beginning of each school year under the criteria listed above, each Certified Contracted Employee shall be entitled to one (1) additional day of leave under the following terms and conditions:

A. The Certified Contracted Employee will reimburse the District for the cost of a substitute teacher for that day dependent on the request of one-half (1/2) or full day increment.

B. If the Certified Contracted Employee elects to have the reimbursement deducted from their paycheck the District will do so and no further deduction will be made from the Certified Contracted Employee's paycheck.

C. This day will be contingent upon the availability of a substitute teacher.

D. The one (1) additional personal leave day that may be given to the Certified Contracted Employee is not available to be reimbursed monetarily at the end of the contract year and/or can not be banked for use in a future school year.

PROFESSIONAL LEAVE:

The District recognizes that it is in the best interest of the District to further the professional growth and development of the District's Certified Contracted Employees. Therefore, professional growth activities recognized and approved by the Superintendent may be requested by an individual or by the administration. This professional leave shall be granted for Certified Contracted Employees attendance at professional meetings and visitations in their own teaching field, coaching field, or in an area deemed to help improve the quality of some area in the District. The fees, travel, lodging, etc. required to attend the activity shall be paid by the District unless both parties agree otherwise.

It is also recognized that there may, from time to time, be requests made for professional leave that may be recognized, mutually by the Superintendent and the Certified Contracted Employee involved, as self improvement for the Certified Contracted Employee. This type of request is subject to approval of the Superintendent. Any cost to attend this activity will be the sole responsibility of the individual making the leave request.

If the Certified Contracted Employee is an elected official of a state or national professional organization, the Certified Contracted Employee may request professional leave to attend official meetings to carry out the duties of the office, with the Certified Contracted Employee paying the wages of his/her substitute. This type of request is subject to approval of the Superintendent.

Any Certified Contracted Employee who is a member of a community service organization or is requested by such organization to attend or participate in meetings or activities of the organization conducted during school hours shall request professional leave. This type of request is subject to approval of the Superintendent.

BEREAVEMENT LEAVE:

Five (5) paid days shall be granted to Certified Contracted Employees in the event of death of the Certified Contracted Employee's spouse, child, or parent; which shall not be charged against sick leave. Five (5) additional days, if needed, shall be charged against sick leave. If needed, full pay deduction based on the Certified Contracted Employees per daily rate of salary shall be made after ten (10) days.

Three (3) paid days shall be granted in the event of death of grandparents, parents-in-law, sister, brother, sons-in-law, daughters-in-law, sister-in-law, brother-in-law or grandchildren; which shall not be charged against sick leave. Five (5) additional days, if needed, shall be charged against sick leave. If needed, full pay deduction based on the Certified Contracted Employees per daily rate of salary shall be made after eight (8) days.

Death of friend or relative, not covered in bereavement leave, would be charged against sick leave. Five days maximum per school year allowed.

In the case of the death of a student or immediate relative of a present or past student the school district will be represented by granting bereavement leave to selected staff.

SABBATICAL LEAVE:

Sabbatical leave may be granted up to one full year (12 months) for the purpose of educational advancement upon written request to the Board of Education. The Certified Contracted Employee granted sabbatical leave shall agree to return to the District's employment for one contract year following the sabbatical leave. The Certified Contracted Employee granted sabbatical leave shall retain their year's of experience and placement on the index salary schedule, but will not accrue a year's credit of service for such leave. Upon return to active employment, the District may assign the Certified Contracted Employee to duties by reason of certification and endorsement. Sabbatical leave will be unpaid leave. A certified Contracted Employee granted sabbatical leave must reimburse the District for the premium for Health and Dental Insurance if the Certified Contracted Employee wishes to maintain Health and Dental Insurance. All other fringe benefits shall be maintained by the District.

GRIEVANCE PROCEDURE:

The purpose of this grievance procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time, arise concerning the interpretation, application, or meaning of the terms and conditions of employment in this school district. An underlying principle of the grievance procedure is to ensure fair and equitable treatment to the district's employees.

A. Definitions

Grievance: Any claim or claims, by a teacher, a group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of any District policies covering terms and conditions of employment including, but not limited to the terms of the Agreement.

Grievant: Teacher, group of teachers, or the Association making the claim as provided in the paragraph above.

Time Limits: All time limits herein shall consist of teacher working days except when a grievance is submitted after the end of the school year, or the grievance process extends beyond the school year. The time limits shall consist of all weekdays of Monday through Friday. The number of days indicated at each level should be considered maximum and every effort shall be made at all levels to expedite the process. Failure of any grievant to comply with the time limits contained herein shall constitute a waiver of right to appeal to the next step of the grievance procedure. Failure of the Board, or its representatives to comply with the time limits at any level shall permit the grievant to appeal the grievance to the next level.

Grievance Meetings or Hearings: All meetings and hearings under this procedure up to and including Step 2 shall be conducted in private and shall include only the administration's representatives, the grievant, and the grievant's designated representative. If the grievant chooses to not have a representative assist them, the Association shall have the right to be present as provided in Section B of this procedure. All parties shall have the right to record the proceedings of any hearing or meetings at all formal levels of the grievance procedure. Hearings before the Board of Education shall be closed at the discretion of the grievant.

B. Representation

A grievant shall have the right to have representative(s), local and/or state, present to represent the grievant at each level of the grievance procedure. Where a grievant chooses to not have a representative assist them, the Association, at its discretion, may have representatives present for any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented. Nothing herein shall be construed as limiting the right of any teacher to discuss their grievance informally with his or her immediate supervisor, or building principal, and having the grievance adjusted informally.

The Association shall be notified in writing of the issues and the settlement before any settlement of the grievance becomes effective. The settlement shall not be inconsistent with the terms of the negotiated Agreement.

C. Reprisals

No reprisals of any kind shall be taken against any employee who uses this grievance procedure.

D. Withdrawal of a Grievance

An employee may withdraw their grievance at any level of the procedure without fear of reprisal from any party. Where the Association feels that the issues involved should be resolved, the Association may assume the grievance at the point discontinued by the individual and proceed through the remainder of the grievance procedure.

E. Advanced Step Filing

The grievance shall be initially filed at the level where the decision resulting in the grievance was made.

F. Grievance Procedure

Informal Resolution: The parties believe that it is usually most desirable for an employee and his or her immediate supervisor to resolve problems through free and informal communication. When requested by the teacher, a representative of the Association, local or state, may assist in this resolution. However, when the grievance remains unresolved, then the grievance shall be processed as follows:

Step 1. Formal Resolution: The grievant shall present the grievance in writing to the grievant's principal or immediate supervisor. A hearing shall be held within three (3) working days. Within two (2) working days of the hearing the principal, or immediate supervisor shall provide a written answer to the grievance. (Use form A and B)

Step 2. Formal Resolution: If not resolved at Step 1, the grievant may appeal the decision to the Superintendent in writing. The Superintendent shall arrange for a hearing with the grievant within five (5) days of receipt of the appeal. Each party shall have the right to call such witnesses as deemed necessary to develop the facts pertinent to the grievance. The Superintendent will have four (4) working days from the date of the hearing to provide the grievant and the Association with a written decision. (Use form A and C)

Step 3. Formal Resolution: If the grievance is not resolved at Step 2, the grievant may appeal the grievance in writing to the Board President. Within ten (10) working days from the date the appeal is received, the Board President shall schedule a hearing on the grievance before the Board of Education. The hearing shall be held not later than thirty (30) working days from receipt of the appeal. Each party shall have the right to call such witnesses, as it deems necessary to develop facts pertinent to the grievance. The Board shall have five (5) working days from the date of the hearing to notify the grievant and the Association of the Board's decision in writing. (Use form A and D)

Grievance Form A

Formal Grievance Presentation

Grievant:

Grievant's Subject or Grade Assignment:

Home address and phone number of Grievant:

School:

Building Principal or Immediate Supervisor:

Name of Local Education Association Representative or other representative of choice:

Name of UniServ Director or Representative:

Date of Grievance Presentation:

Statement of Grievance:

Action Requested:

Signature of Grievant_____

Grievance Form B

Decision of the Principal or Immediate Supervisor

Grievant:

Date of Presentation:

School:

Building Principal or Immediate Supervisor:

Decision with reasons of the Building Principal or Immediate Supervisor:

Date of Decision:

Signature of Building Principal or Immediate Supervisor

Grievant's response to be completed by the grievant within three (3) working days of building principal or immediate supervisor's decision.

_____ I accept the decision of the building principal or immediate supervisor.

_____ I hereby appeal to the Superintendent of Schools for a hearing on the grievance.

Date of response:

Signature of the Grievant _____

Grievance Form C

Decision of the Superintendent of Schools

To be completed by the Superintendent of Schools within three (3) working days after hearing with the grievant and any representative(s) of the Association. The hearing with the Superintendent of Schools shall be held within five (5) working days after the receipt for the appeal.

Grievant:

Date of Formal Grievance Presentation:

Date of receipt of appeal by the Superintendent of Schools:

Date of hearing held by the Superintendent of Schools:

Decisions with reasons by the Superintendent of Schools:

Date of the decision:

Signature of the Superintendent _____

Grievant's response to be completed within three (3) working days of the superintendent of schools' decision.

_____ I accept the decision of the Superintendent of Schools.

_____ I hereby appeal to the review of this grievance to the South Central Nebraska Unified School District #5 Board of Education.

Date of Response:

Signature of Grievant _____

Grievance Form D

Review by the South Central Nebraska Unified School District #5 Board of Education

Grievant:

Date the appeal was received by the South Central Nebraska Unified School District #5 Board of Education:

Date of hearing held by the South Central Nebraska Unified School District #5 Board of Education:

Decision with reasons of the South Central Nebraska Unified School District #5 Board of Education:

Date of Decision:

Signature of the President, South Central Nebraska Unified School District #5 Board of Education

Grievant's response to be completed within three (3) working days of the Board of Education's decision.

_____ I accept the decision of the Board of Education.

_____ I do not accept the decision of the Board of Education.

Date of response:

Signature of Grievant _____

DURATION OF THE AGREEMENT:

This agreement shall be effective for the 2017-2018 school year and shall continue in effect until a successor agreement is adopted.

DOCUMENT AGREEMENT AUTHORIZATION:

In witness whereof the parties hereto caused this agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signature to be placed hereon, all on this day and year _____.

Board of Education:

By Donita Surman
President

By Kim Story
Chief Negotiator

Association

By Kalee Lipovsky
President

By Crystal Harsdel
Chief Negotiator