

**School District
Of Seward
District No. 9
2019-2020**

**Negotiations
Agreement**

NEGOTIATIONS AGREEMENT

Table of Contents

	Page
I. Index Salary Schedule	3
II. Extra Duty Schedule	6
III. Income Protection	7
IV. Horizontal and Vertical Advancement	7
V. Contract Year	7
VI. Communications	7
VII. Leave Policies	7
Adoption Leave	8
Association Leave	9
Extended Leave	9
Leave Not Covered in Policy	9
Sick Leave Bank	11
VIII. Grievance Procedures	9
IX. Association Dues Payroll Deductions	10
X. Residency of Certificated Personnel	10
XI. Establishment of Safety Committee.....	10
XII. Master Contract Modification	10

**School District of Seward
District No. 9
2019-2020
Negotiations Agreement**

This agreement is made and entered into by and between the Seward Education Association, and the Board of Education for the School District of Seward, Seward, Nebraska.

WHEREAS, representatives of the parties have conducted negotiations pursuant to the Nebraska Public Employee Act, and

WHEREAS, a mutual agreement has been reached between the parties such agreement shall be reduced to written form and signed by each of the parties to the negotiations.

NOW, THEREFORE, the parties do hereby stipulate and agree that the following items have been agreed upon between the parties and shall be adopted as a part of all teachers' contracts signed for the 2019-2020 school year.

**I.
INDEX SALARY SCHEDULE**

The base salary for a bachelor degree teacher with no prior experience shall be \$35,050 for 2019-2020.

The vertical index shall be a 5% increment and the horizontal index shall be a 4%. The number of steps, horizontal and vertical, are shown on the Salary Schedule attached hereto, and made a part hereof.

Salary increment for additional duties shall be shown on the Extra Duty increment schedule attached hereto, and made a part of the salary schedule.

I. Salary and Related Items

A. Salary Package

1. \$35,050 base, 5 x 4 increments
2. Extra Duty Schedule (Item II)
3. Income Protection Insurance (66-2/3% of salary)
4. Each certified full time staff member shall be entitled to health insurance as specified with full family and dental coverage where needed to be paid by the district. (Specifications of Coverage are on file at the District Office and with the SEA President. Coverage matches BCBS \$1050 deductible plan with family dental.) Eligible employees may choose the BCBS EHA \$3500 high deductible HSA plan instead of the \$1050 deductible plan. On September 1, 2019 the district will contribute the 4 months difference in premiums (Sept-Dec. of 2019) and on January 1, 2020 the district will contribute the 8 months difference in premiums (Jan-Aug of 2020) into the employees' HSA accounts. The "difference" in premiums will be calculated using the discounted amounts for the \$1050 deductible plan. Employees who do not fulfill their contractual obligations would be required to return the prorated portion to the district upon their resignation or cancellation/termination of their contract. Any fees associated with the employees HSA account are the responsibility of the employee.
5. Each certificated contract staff member shall be entitled to participate in a Choices 125 flexible benefit plan to be paid by the district.
6. **All first year teachers** in the school district, regardless of previous experience, shall have a 192 day contract the first year of employment. First year teachers shall be paid \$200.00 per day for each of the six extra contract days. The six extended contract days for the first year shall be paid as soon as possible after September 1st.
The extra contract days shall be accounted for outside of the regular 186 contract days, and those work days and activities shall be determined by the administration. Upon completion of the first year of employment the extended contracts shall no longer be offered.
7. Upon initial hire, teachers new to the school district may be credited with all years of prior acceptable teaching service (vertical placement), and given credit for pertinent graduate hours earned from accredited institutions (horizontal placement).

Every effort will be made to hire quality teachers using the above initial placement guidelines. However, in order to provide the school district with the means to hire quality teachers endorsed in areas of limited availability, the district may initially pay a qualified new hire the equivalent of their initial placement on the salary schedule plus 10% of that year's base. He/She shall remain at that salary until his/her placement on future salary schedules exceeds their first year's pay. (For example, if teacher A is hired and base pay is \$30,000, and teacher A's initial placement on the salary schedule is BA+27 Step 4 or \$38,100, then the superintendent could increase his/her salary by 10% of the base or \$3,000 for a starting salary of \$41,100. In subsequent years, teacher A will remain at \$41,100 until the combination of base pay increases, or horizontal or vertical movement on the salary schedule in future years pushes teacher A's salary over \$41,100.)

The additional 10% of the base may only be given in instances where there are 3, or fewer, total qualified applicants for the open position. The SEA will be notified, and the applications will be available for the SEA president to view whenever this deviation process is offered.

**2019-2020
\$35,050 BASE**

STEP	BA	BA+9	BA+18	BA+27	BA+45/MA	MA+9	MA+18	MA+27
1	1.00 35,050	1.04 36,452	1.08 37,854	1.12 39,256	1.16 40,658	1.20 42,060	1.24 43,462	1.28 44,864
2	1.05 36,803	1.09 38,205	1.13 39,607	1.17 41,009	1.21 42,411	1.25 43,813	1.29 45,215	1.33 46,617
3	1.10 38,555	1.14 39,957	1.18 41,359	1.22 42,761	1.26 44,163	1.30 45,565	1.34 46,967	1.38 48,369
4	1.15 40,308	1.19 41,710	1.23 43,112	1.27 44,514	1.31 45,916	1.35 47,318	1.39 48,720	1.43 50,122
5	1.20 42,060	1.24 43,462	1.28 44,864	1.32 46,266	1.36 47,668	1.40 49,070	1.44 50,472	1.48 51,874
6	1.25 43,813	1.29 45,215	1.33 46,617	1.37 48,019	1.41 49,421	1.45 50,823	1.49 52,225	1.53 53,627
7	1.30 45,565	1.34 46,967	1.38 48,369	1.42 49,771	1.46 51,173	1.50 52,575	1.54 53,977	1.58 55,379
8		1.39 48,720	1.43 50,122	1.47 51,524	1.51 52,926	1.55 54,328	1.59 55,730	1.63 57,132
9			1.48 51,874	1.52 53,276	1.56 54,678	1.6 56,080	1.64 57,482	1.68 58,884
10				1.57 55,029	1.61 56,431	1.65 57,833	1.69 59,235	1.73 60,637
11					1.66 58,183	1.70 59,585	1.74 60,987	1.78 62,389
12					1.71 59,936	1.75 61,338	1.79 62,740	1.83 64,142
13						1.80 63,090	1.84 64,492	1.88 65,894
14							1.89 66,245	1.93 67,647
15								1.98 69,399
16								2.03 71,152

II.
EXTRA DUTY SCHEDULE

Category I: Head Varsity Coaches: Football, Softball, Basketball, Track, Wrestling, Volleyball, Soccer, Baseball, Cross Country, High School Band, High School Vocal Music, FFA, Middle School Activities Director.

Category II: Golf Coaches, Head Middle School Coach in Track and Assistant Varsity Coaches: Football, Basketball, Baseball, Softball, Track, Wrestling, Volleyball, Soccer, Cross Country, Cheerleading Sponsor, FCCLA, Key Club, Speech Contests, Skills USA, FBLA.

Category III: Head Middle School Coaches in Football, Basketball, Volleyball, Cross Country (boys/girls combined), and Wrestling; Middle School Band, Middle School Vocal Music, Annual, One Act Plays, Fall NSAA Sports Season Weight Training (wk. 6), Winter NSAA Sports Season Weight Training (wk. 20), Spring NSAA Sports Season Weight Training (wk. 35), Summer Weight Training to be paid by dividing the max step-category III among all summer supervisors based on their hours. (1st week after school is dismissed), High School Student Council.

Category IV: Middle School Assistant Coaches in Football, Volleyball, Basketball, Track, Wrestling.

Category V: Dance Team, Quiz Bowl, Color/Winterguard, Middle School Bully Response Sponsor, Middle School Builders Club Sponsor, Assistant Speech, Assistant One Act Plays.

Category VI: High School Class Sponsors, Middle School Student Council, Elementary Music, National Honor Society, Elementary and Middle School Reading Classic Sponsors (max 2 at SMS and 1 at SES).

Category VII: Summer curriculum committees will be paid at the rate of \$20.00 per hour.

Category VIII: Clock Operators, Ticket Sellers, Monitors and Scorekeepers will be paid .0009 of the base salary, per activity. The rate will be rounded down to the nearest \$5.00 increment. Payment will not be made if persons receive remuneration for those responsibilities as part of an extra duty assignment.

Category IX: Teachers who are asked to cover another teacher's class during his or her prep time, may submit a time card for pay at current substitute teacher pay rates. The certified staff member must cover a minimum of 30 consecutive minutes before such compensation will be made.

Teachers who teach college credit courses to Seward High School students during the school day, will be paid the amount given to Seward Public Schools by the hosting college/university—not to exceed \$1,500 per course per semester.

The Board has the right to adjust a job assignment from one category to another either up or down for reasons of changes in job responsibility, changes in work load or schedule, or changes in numbers of students or other extenuating circumstances.

Board initiated changes in category placement shall be based upon the criteria present in the job description and will be undertaken only after a thorough investigation by the activities director, the administrator and the coach or person involved.

Vertical movement on the extra duty schedule Categories I-V shall be limited to one step in any one fiscal year unless otherwise authorized by the Board of Education.

Category X: New Teacher Mentors will be paid \$400.

**2019-2020 Extra Duty Salary Schedule
Base of \$35,050**

	STEP	PERCENT	DOLLAR AMOUNT
CATEGORY I	1	0.100	\$3,505
	2	0.110	\$3,856
	3	0.120	\$4,206
	4	0.130	\$4,557
	5	0.140	\$4,907
	6	0.150	\$5,258
	7	0.160	\$5,608
	8	0.170	\$5,959
	9	0.180	\$6,309
	10	0.190	\$6,660
	11	0.200	\$7,010
	12	0.210	\$7,361
	13	0.220	\$7,711
CATEGORY II	1	0.060	\$2,103
	2	0.066	\$2,313
	3	0.072	\$2,524
	4	0.078	\$2,734
	5	0.084	\$2,944
	6	0.090	\$3,155
	7	0.096	\$3,365
	8	0.102	\$3,575
	9	0.108	\$3,785
	10	0.114	\$3,996
	11	0.120	\$4,206
	12	0.126	\$4,416
	13	0.132	\$4,627
CATEGORY III	1	0.040	\$1,402
	2	0.044	\$1,542
	3	0.048	\$1,682
	4	0.052	\$1,823
	5	0.056	\$1,963
	6	0.060	\$2,103
	7	0.064	\$2,243
	8	0.068	\$2,383
	9	0.072	\$2,524
	10	0.076	\$2,664
	11	0.080	\$2,804
	12	0.084	\$2,944
	13	0.088	\$3,084
CATEGORY IV	1	0.036	\$1,262
	2	0.039	\$1,367
	3	0.042	\$1,472
	4	0.045	\$1,577
	5	0.048	\$1,682
	6	0.051	\$1,788
	7	0.054	\$1,893
	8	0.057	\$1,998
	9	0.060	\$2,103
	10	0.063	\$2,208

	11	0.066	\$2,313
	12	0.069	\$2,418
	13	0.072	\$2,524
CATEGORY V	1	0.020	\$701
	2	0.022	\$771
	3	0.024	\$841
	4	0.026	\$911
	5	0.028	\$981
	6	0.030	\$1,052
	7	0.032	\$1,122
	8	0.034	\$1,192
	9	0.036	\$1,262
	10	0.038	\$1,332
	11	0.040	\$1,402
	12	0.042	\$1,472
	13	0.044	\$1,542
CATEGORY VI		0.006	\$210

III. INCOME PROTECTION

In the event of temporary or total disability resulting in the inability of a teacher to perform the teaching contract, the teacher shall receive 66 2/3% of gross salary commencing on the 46th day after the occurrence of disability, which shall continue so long as the teacher is disabled or until age 70, as provided by the district's Income Protection Policy of Insurance, which is incorporated herein by reference, and Social Security. The district shall have no liability for income protection over and above that provided by the insurance and social security. The district shall continue paying the amount of health, dental, income protection, and life insurance through the school year (August to August) of a contracted teacher who goes on disability any time during the year.

IV. HORIZONTAL AND VERTICAL ADVANCEMENT

A teacher wishing to move horizontally on the salary schedule must meet the following criteria:

All approved credit hours beyond BA must be:

1. graduate hours; AND
 2. in part of an approved program working toward an advanced degree in education, in the teachers assignment area, or other approved course; AND
 3. be approved by the Superintendent. Such courses may include methods, educational psychology, and other related courses.
- B. Credits earned after the opening day of school will not be counted toward the salary schedule until the next contract year.
- C. Teachers shall report and document intention of summer graduate hours to the Superintendent in May – prior to the beginning of classes. Graduate hours taken during the teaching year shall be documented prior to the beginning of such classes. Transcripts verifying successful completion of such hours will be sent to the Superintendent before September 5 of the following year. Failure on the part of the teacher to document hours may result in the non-approval of such hours by the Superintendent.
- D. Horizontal and vertical movement on the salary schedule shall be limited to one horizontal and one vertical step in any contract year.
- E. It is the responsibility of the teacher to see that complete transcripts of all college credit earned by each teacher which are pertinent to the teacher's placement on salary schedule or pertinent to meeting the state accreditation standards shall be on file in the school's administration office. If they are not on file, no credit will be given.
- F. In the event a teacher is erroneously placed on the salary schedule, such placement shall be corrected at such time as the error is determined, and the Board shall have the right to seek reimbursement of overpayments or make appropriate salary adjustments relative thereto.
- G. If disagreement occurs, that person may file through the grievance procedure as provided by board policy.

V. CONTRACT YEAR

There will be 186 contract days. Elementary teachers will have three less student contact days than teachers in grades 5-12. The in-service day hours will count toward each teacher's professional growth points. In the event weather conditions necessitate closing school, the superintendent may call an in-service day for those teachers who can safely get to school.

VI. COMMUNICATIONS

The Board of Education and/or board committees will meet with the SEA negotiators on a year around basis in order to improve communications between the Board and teachers on any items in this agreement.

The Superintendent, as the representative of the Board will meet with SEA representatives on a quarterly basis to improve communications between the board, teachers, and administration.

VII. LEAVE POLICIES

Full time certified staff shall be entitled to ten (10) days of unspecified leave per school year. This shall include sick leave, personal leave, bereavement leave, and professional leave requests that are not made at the direction of the administration:

1. Any of the leave (10 days per year) which is not utilized by the employee shall accumulate to a maximum of fifty (50) days of accumulated leave.
2. When an employee has accumulated the maximum leave (50) days, any of the annual unspecified leave not utilized will be reimbursed to the employee at the rate of \$50 per day of such unused leave. (paid in July payroll)

3. Once leave is accumulated, the leave can only be used for accident, illness, medical emergencies or bereavement (after the current year's days are exhausted) of the immediate family*.
4. Leave for professional and school reasons, at the request of the administration, shall not be counted against the annual leave allotment.
5. No accumulated leave (sick days) can be used until all 10 unspecified leave days from the current school year are expended. Scheduling and pre-approval of unspecified days for personal use does not constitute an expended day.

Leave requests are subject to 1) availability of substitute teachers; 2) adequate notice to employer; 3) restriction of use of leave on professional and plan days; 4) providing enough non substitute teachers in the building to maintain an orderly environment.

Adequate notice: employees must submit a leave request form a minimum of five (5) working days in advance of the leave date for professional and personal leave, as well as for other types of leave whenever possible. In the case of an emergency, the employee should contact building principals directly. The general reason for leave must be specified on the notice (personal, professional, etc.), as the district is required to report types of teacher leave to the Nebraska Department of Education.

Teachers will not be allowed to use personal leave during professional development days and elementary planning days (exceptions that are beyond the control of the employee will be determined by the superintendent).

High School head coaches shall be allotted 2 days for professional development per NSAA activity they coach. Assistant coaches (9th grade included) will be allotted 1 day. These days may be used to attend the NSAA state tournament, conferences or clinics directly related to their sport.

* Immediate family defined: employee's spouse, the employee's or spouse's father, mother, children, grandparents, grandchildren, brothers, sisters, or their spouses and children.

Personal leave days must be taken in full day increments, except two days of the ten days for that year may be taken in half-day increments. Previous leave requests may cause newly requested leave days to be denied due to the availability of substitutes. In these instances, personal leave will be granted on a first come, first served basis. Approval from the principals to leave the building for short periods of time (longer than 15 minutes) shall accrue toward used leave time. An employee may take up to a maximum of five (5) consecutive days of personal leave.

An employee who is absent from work beyond the amount of his/her annual unspecified leave plus his/her accumulated leave days shall have one day of his/her annual salary deducted for each day that the employee is absent beyond total leave days available at their daily rate of pay. The Superintendent also has the authority to grant additional leave at full salary pay deduction (1/186th of contracted salary amount, if contract calls for 186 days) if he/she feels a need warrants it.

Abuse of the District's leave policy shall be considered insubordination on the part of the staff member. The Superintendent may request a doctor's statement after five (5) consecutive sick days.

No accumulated leave benefits accrue as severance pay upon termination of services for any cause or when an employee retires (except if the employee is retiring under the Separation Incentive Program).

Teachers contracted to teach a minimum of .5 F.T.E. (Full Time Equivalency) will receive a prorated leave benefit. Temporary employees and part time employees (less than one-half time) shall not be entitled to leave privileges unless specifically stated.

All leave days shall be expended in the order in which they were accrued.

ADOPTION LEAVE

- a. Reporting: Any teacher who is actively pursuing adoption is asked to notify the building principal in advance.
- b. Upon placement of the child under a certificated staff member's care, the certificated staff member may use up to six consecutive weeks of leave beginning when the child is placed under the staff member's care. Certificated staff members may use unspecified leave and accumulated sick leave up to the six weeks allowed. Should the certificated staff member not have enough accumulated leave to account for all days missed, the staff member shall be docked 1/186 of salary for each day of work missed beyond accumulated leave.
- c. There will be no loss of seniority or tenure for time the certificated staff member is absent on adoption leave.

ASSOCIATION LEAVE

The President of the Seward Education Association or his/ her designee(s) shall be granted three leave days total per year for association work or meetings pertinent to the association at the local, state, or national level. The SEA will reimburse the Seward School District at equivalent substitute pay for any leave taken.

EXTENDED LEAVE POLICY

1. Care of family member.

A leave of absence without pay for up to one (1) year may be granted for the purpose of caring for an ill member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

2. Professional study.

A leave of absence without pay of up to one (1) year may be granted for any teacher requesting said leave subject to the following stipulations and regulations:

a. Professional study leave shall be for the purpose of enhancing professional competence by attendance at an accredited college or university.

b. The teacher shall have completed at least four (4) years of service to the School District before being considered eligible for said service.

c. Any teacher requesting study leave shall submit in writing the proposed program of studies indicating desired goals and outcome. The written proposal shall be submitted at least 90 days before desired commencement of said study leave. The Board of Education shall review said proposal and shall have the sole responsibility for granting or denying said request.

d. Any teacher granted study leave shall be restored at request to his/her former teaching position at the completion of said leave.

3. Extended maternity leave.

a. Reporting: Any teacher who becomes pregnant shall notify her principal in writing as soon as pregnancy has been definitely determined.

b. Maternity shall be regarded the same as any other illness. The teacher shall continue active service until her physician certifies leave of absence should commence, and she shall return to active service when her physician certifies she is able to perform the duties of her employment.

c. There will be no loss of seniority or tenure for time the teacher is absent on maternity leave.

4. Personal extended leave.

a. A one time leave of absence without pay for a specified period of time up to one year may be granted for reasons of a personal nature subject to Board of Education approval.

b. The teacher shall have completed ten years of service to the Seward School District before being considered eligible for said leave.

5. Family and Medical/Military Leave.

The District will provide eligible employees unpaid leaves of absence to attend to family or medical needs in compliance with the Family and Medical Leave Act and for family military leave in compliance with the Family Military Leave Act.

LEAVE NOT COVERED IN POLICY

If it cannot be determined that an employee's absence is covered in the foregoing policy, the absence shall be considered a full pay deduction (e.g. 1/186th of contractual salary amount if contract calls for 186 days).

SICK LEAVE BANK

The purpose of the voluntary Sick Leave Bank is to provide additional paid leave for employees who have exhausted their accumulated sick leave and their annual unspecified leave as the result of a catastrophic illness or injury. The Sick Leave Bank does not provide unlimited paid sick leave for any medical reason, and it is intended to alleviate the hardship caused when employees lose compensation as the result of a catastrophic illness or injury for a limited time.

The Sick Leave Bank serves as a depository into which participating employees may voluntarily contribute leave for allocation to other participating employees.

Establishment of the Bank

The Sick Leave Bank will be established through the voluntary contribution of one leave day by eligible employees during an initial enrollment period. Contributing a leave day establishes membership in the Sick Leave Bank and eligibility to apply for withdrawal from the Bank within the limitations outlined in the Agreement.

To establish the Sick Leave Bank, an initial enrollment period will be held during the first five contractual days of the 2019-2020 contract year. After the initial enrollment period to establish the Sick Leave Bank, there will be an annual enrollment period consistent of the first five (5) contractual days of each contract year. During each annual enrollment period, any eligible employee may join the bank by contributing one unspecified leave day. Any employee who wishes to donate a day of leave to join the bank must sign a statement indicating the donation is voluntary. Donation forms must be submitted to the district office within the five-day window during the initial enrollment period and each annual enrollment period. Failure to submit the required form to the district office will result in denial of membership in the Sick Leave Bank.

Anytime in which the Sick Leave Bank reaches a balance of ten (10) or fewer available days, a special contribution period will be opened. It will last five days from the date of notice to the employees that the Sick Leave Bank balance has reached ten or fewer days. All current members who wish to remain eligible must donate another unspecified leave day at that time by submitting the voluntary participation statement and returning it to the district office within the five-day window. New members are not able to join during special contribution periods.

No other days may be contributed outside of the initial enrollment period, annual enrollment periods, and special contribution periods. Employees may not contribute more than one day during any enrollment periods, and no employee can make one-time contributions outside of enrollment periods defined in this Agreement.

The Sick Leave Bank may only roll over fifty (50) days to the next school year. All others days will be expunged.

Membership Eligibility, Obligations, and Limitations

Once enrolled, membership is automatically continued until the balance of the Sick Leave Bank reaches ten or fewer days. Eligibility is discontinued upon termination of employment, ceasing to be a member of the bargaining unit, retirement, death, or failure to donate a leave day during the special contribution period. By contributing days to become eligible, members waive all claims to leave voluntarily donated to the Sick Leave Bank, including any monetary or retirement-related value the days may hold, and no payment of benefits will be made to the employee or any survivors once the employee ceases to be a Sick Leave Bank member for any reason.

The Sick Leave Bank is available to eligible employees who have a catastrophic illness or injury or have an immediate family member with a catastrophic illness or injury, as defined in this Agreement, and have completely exhausted all personal banked sick days, annual unspecified days, and who are not eligible to receive disability (LTD) or any other paid leave provided by insurance, contract, or law. Sick Leave Bank leave used during any period of FMLA leave or leave provided as a reasonable accommodation under the ADA or other applicable law will be used consistent with district policy and practices.

An employee who has fewer than 20 days of accumulated sick leave will not be able to access the Sick Leave Bank until day 21, regardless of the number of days below 20 the employee has in their personal accumulated sick leave. No member may receive more than fifty (50) Sick Leave Bank days in any contract year, and no member may receive more than ninety-three (93) total sick leave days in any contract year unless otherwise required by law, combining the employee's personal sick leave days and days from the Sick Leave Bank (capped at 50). Neither cap described in this paragraph is a guarantee, and any employee requesting days from the Sick Leave Bank must have exhausted all other eligible leave and be ineligible for any other type of paid leave as discussed in this Agreement. For example, an employee who is eligible at any point for LTD is not eligible for days from the Sick Leave Bank even if they have not taken 93 total sick leave days.

Administration of the Bank

The Sick Leave Bank will be administered by the superintendent and a representative from SEA (the "Committee"). This Committee will be responsible for reviewing requests, approving/denying claims, recording usage, monitoring the balance, and for reviewing the policies and operations of the Sick Leave Bank on an annual basis. The superintendent and/or SEA representative may recommend changes or modifications to the BOE and SEA as needed.

The Committee will prepare a written notification to the requesting member approving or denying the application for paid sick leave. An application shall be denied if it is incomplete, lacks supporting statements from a licensed health care provider, or if the member fails to provide any requested documentation. If denied, an application may be resubmitted only if the resubmission is for purposes of correcting an error in the application or based on failure to submit required documentation. Employees cannot resubmit applications due to disagreements with the decision made by the Committee.

The Committee may not grant paid sick leave days to members when the Sick Leave Bank does not have available days. There are no advances from the bank in anticipation that other employees will participate in either an annual or special contribution period.

In recognition that the Sick Leave Bank is a benefit provided by the board which is not otherwise a prevalent practice within the district's array, any disagreements between the members of the Committee will be resolved by the Superintendent's decision. The district is the entity which risks claims based on operation of the Sick Leave Bank, so in the event the Committee is not unanimous in granting or denying a request, the Superintendent will make the decision and issue the written notification to the requesting employee. The Superintendent's decision will then be deemed the decision of the Committee.

Withdrawals from the Bank

Leave may be used for catastrophic illness or injury of the employee or to care for an immediate family member (parents, spouse, and children) who is under the employee's direct care if that immediate family member has suffered a catastrophic illness or injury. A member or his/her designee must complete an application for leave and submit it to the Superintendent at the District Office.

All applications must be accompanied by a statement from a licensed health care provider that includes the following: (1) the beginning date of the condition; (2) a statement that the employee's or immediate family member's illness or injury meets the definition of a "catastrophic illness or injury" defined in this Agreement; and a prognosis for recovery. The purpose of the prognosis for recovery will be used to engage the employee in the interactive process in the event the employee's catastrophic illness or injury entitles the employee to reasonable accommodations under the ADA or any other applicable law.

For the same reason, requests must indicate the estimated number of Sick Leave Bank days requested and any other information related to any pending or anticipated requests for accommodations or other disability claims. Application for withdrawal must be made by the member or his/her designee no later than five (5) working days after their personal unspecified day and sick leave time has been exhausted. The Committee will render a written decision to the employee within five (5) working days after receipt of the request. Any request which is granted will be applied as of the first day the employee was eligible for Sick Leave Bank leave, even though the determination could be made as late as ten (10)

days after the first eligibility date.

Any leave granted may be used only for the purpose requested on the application. Any unused portion of leave otherwise granted when the employee made the application and anticipated the amount needed will be returned to the Sick Leave Bank.

Definitions

“Catastrophic Illness or Injury” means illness or injury which has totally incapacitated an employee's ability to work; a severe medical condition which requires an employee's absence from work for a prolonged period of time. A qualifying illness or injury might include, but is not limited to, cancer, major non-elective surgery, serious accident, heart attack, debilitating mental illness, or complications of pregnancy. In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration, and require the services of a licensed health care provider.

“Licensed Health Care Provider” means a trained, licensed, and/or board-certified health care provider practicing within the scope of his/her license and treating the affected employee or the employee's immediate family member within the scope of his/her specific area of expertise and ability to prescribe treatment/medication and make the certifications required by this Agreement. Licensed Health Care Provider excludes chiropractors.

“Immediate Family Member” means a parent (biological or in-law), spouse (must be legally married), or child (biological, adopted, or step-children) who is under the employee's direct care if that immediate family member has suffered a catastrophic illness or injury.

“Sick Leave Bank Committee” means the review and decision-making body that receives and acts upon all applications for paid sick leave from the Sick Leave Bank. The Committee is comprised of the Superintendent and a representative from SEA.

VIII. GRIEVANCE PROCEDURE

This agreement made and entered into by and between the Board of Education and the School District of Seward, in the County of Seward in the State of Nebraska, hereinafter referred to as “Board,” and the Seward Education Association, herein after referred to as “Association,” witnesseth:

Whereas, the Court of Industrial Relations to the State of Nebraska has determined that grievance procedures fall within the scope of the phrase “terms and conditions of employment” under Chapter 8, Article 8 of the Nebraska Statutes and has ordered the parties to undertake good faith negotiations in regard to the determination of grievance procedures, and

Whereas, pursuant to such orders the parties have so negotiated and have arrived at an agreement in the premises.

Now, therefore, the parties do hereby stipulate and agree that the following procedure has been agreed upon between the parties and shall be adopted for use during the 1971-1972 school year and subsequent years.

(A) DEFINITION OF TERMS

1. **Grievance** - claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher, or group of teachers, and/or the interpretation, meaning, or application of the terms of this agreement.

2. **Aggrieved Person** - 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

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 Boards of Education.

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

5. Encouragement of teacher expression regarding conditions that affect him/her.

(C) SUGGESTED PROCEDURES

If an employee has a grievance, he/she should first discuss the matter with his/her immediate superior within 15 calendar days from the occurrence in an effort to resolve the problem informally. At the building level, the immediate superior is the Principal.

If the immediate superior does not have power or authority to resolve the problem, he/she shall immediately report it to the Superintendent to be handled as hereinafter provided.

If the grievance is one within the power and authority of immediate superior to resolve, he/she shall do as quickly and diplomatically as possible within seven working days of receipt of the grievance.

If the grievance is not resolved by the immediate superior in a manner satisfactory to the aggrieved party within seven working days, he/she shall have authority to report the grievance to the Superintendent within seven working days from the immediate superior action. This report

shall be in writing, and may be privileged and confidential as the aggrieved party may elect. Upon receipt of such grievance the Superintendent shall conduct a personal investigation and undertake to resolve the problem within seven working days of receipt of grievance.

If the Superintendent is unable to resolve the problem, or if the aggrieved party is dissatisfied with the determination of the Superintendent, the aggrieved party shall then submit his/her grievance in writing directed to the President of the Board of Education within seven working days of the Superintendent's action. The Board of Education shall make an investigation, either as Board or by committee, and shall give the aggrieved party an opportunity to appear before the full Board in person, either privately, or accompanied by the PRR committee on the Teacher's Association and/or legal counsel, with the right to present facts and witnesses in full hearing within 30 working days of receipt of the grievance. ALL OTHER PERSONS INVOLVED SHALL HAVE EQUAL RIGHTS. NOTICE OF AT LEAST 10 DAYS SHALL BE GIVEN AS TO THE TIME AND PLACE OF HEARING. NOTICE SHALL BE GIVEN TO ALL PRINCIPAL PARTIES CONCERNED AS TO THE REASON FOR SUCH HEARING. DOCUMENTATION IN WRITING OF THE HEARING AND ALL EVIDENCE AND FACTS PRESENTED SHALL BE THE RESPONSIBILITY OF THE BOARD OF EDUCATION.

At the conclusion of such hearing, the Board of Education shall, within 30 calendar days, render its determination in writing.

The elimination of grievances is for the best interests of the educational system, and no reprisals of any kind, implied, direct or indirect, shall be invoked against any person or persons involved in grievance procedures, BY ANY PARTY – TEACHER, ADMINISTRATOR OR BOARD OF EDUCATION.

**IX.
ASSOCIATION DUES PAYROLL DEDUCTION**

The School District of Seward shall provide payroll deduction of dues to NSEA and its affiliates as requested by the Seward Education Association. (1974-75)

**X.
RESIDENCY OF CERTIFICATED PERSONNEL**

It is agreed that there shall be no Board of Education policy restricting the location of any teacher's personal residence.

**XI.
Establishment of District Safety Committee**

The Seward Staff shall participate and accept the establishment of a district safety committee as established by the Board of Education.

**XII.
MASTER CONTRACT MODIFICATION**

All portions of the master contract agreed to will remain in effect until replaced by a successor agreement or as amended by a final order of the Commission of Industrial Relations except for those provisions herein set forth.

Dated in Seward, Nebraska, this 27th day of December, 2018.

SEWARD EDUCATION ASSOCIATION
By Pat Piskorski

SCHOOL DISTRICT OF SEWARD
By Ryne Seaman, President Board of Education