

**School District
of Seward
District No. 9
2009-2010**

**Negotiations
Agreement**

NEGOTIATIONS AGREEMENT

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School District of Seward District No. 9 2009-2010 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 2009-2010 school year.

I. INDEX SALARY SCHEDULE

The base salary for a bachelor degree teacher with no prior experience shall be \$29,600 for the first year.

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. \$29,600 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 \$350 deductible plan with family dental through December 31, 2009. On January 1, 2010 the plan will be converted to the \$600 deductible plan with family dental.) Certificated contract employees shall also be entitled to Group Life Insurance of \$10,000.00. Part time certificated staff members will receive the foregoing fringe benefits, but prorated based on their percentage of employment.
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. BA+45 has been eliminated from the salary index. Staff currently at BA + 45 are grandfathered in.
7. **All first year teachers** in the school district, regardless of previous experience, shall have a 192 day contract the first year of employment and a 187 day contract the second year of employment. First year teachers shall be paid \$200.00 per day for each of the six extra contract days. All second year teachers will be paid \$400.00 for the one extra contract day. The six extended contract days for the first year and the one extended contract day for second 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 two years of employment the extended contracts shall no longer be offered.

2009-2010
\$29,600 BASE

STEP	BA	BA+9	BA+18	BA+27	BA+45/MA	MA+9	MA+18	MA+27
	1	1.04	1.08	1.12	1.16	1.2	1.24	1.28
1	29,600	30,784	31,968	33,152	34,336	35,520	36,704	37,888
	1.05	1.09	1.13	1.17	1.21	1.25	1.29	1.33
2	31,080	32,264	33,448	34,632	35,816	37,000	38,184	39,368
	1.1	1.14	1.18	1.22	1.26	1.3	1.34	1.38
3	32,560	33,744	34,928	36,112	37,296	38,480	39,664	40,848
	1.15	1.19	1.23	1.27	1.31	1.35	1.39	1.43
4	34,040	35,224	36,408	37,592	38,776	39,960	41,144	42,328
	1.2	1.24	1.28	1.32	1.36	1.4	1.44	1.48
5	35,520	36,704	37,888	39,072	40,256	41,440	42,624	43,808
	1.25	1.29	1.33	1.37	1.41	1.45	1.49	1.53
6	37,000	38,184	39,368	40,552	41,736	42,920	44,104	45,288
	1.3	1.34	1.38	1.42	1.46	1.5	1.54	1.58
7	38,480	39,664	40,848	42,032	43,216	44,400	45,584	46,768
		1.39	1.43	1.47	1.51	1.55	1.59	1.63
8		41,144	42,328	43,512	44,696	45,880	47,064	48,248
			1.48	1.52	1.56	1.6	1.64	1.68
9			43,808	44,992	46,176	47,360	48,544	49,728
				1.57	1.61	1.65	1.69	1.73
10				46,472	47,656	48,840	50,024	51,208
					1.66	1.7	1.74	1.78
11					49,136	50,320	51,504	52,688
					1.71	1.75	1.79	1.83
12					50,616	51,800	52,984	54,168
						1.8	1.84	1.88
13						53,280	54,464	55,648
							1.89	1.93
14							55,944	57,128
								1.98
15								58,608
								2.03
16								60,088

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.

Category II: Golf Coaches, Middle School Activities Director, Head Middle School Coaches in Track and Wrestling and Assistant Varsity Coaches: Football, Basketball, Baseball, Softball, Track, Wrestling, Volleyball, Soccer, Cross Country, Cheer-leading Sponsor, FCCLA, Key Club, Speech Contests.

Category III: Middle School Coaches in Football, Basketball, Track, Wrestling, Volleyball; Middle School Band, Middle School Vocal Music, Annual, Alternative School Head Teacher, Skills-USA, 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 (1st week after school is dismissed).

Category IV: Dance Team, Quiz Bowl, Color/Winterguard.

Category V: High School Class Sponsors, High School Student Council, Middle School Student Council, Elementary Music, FBLA.

Category VI: Summer curriculum committees will be paid at the rate of \$15.00 per hour.

Category VII: Clock Operators and Scorekeepers will be paid at the rate of \$15.00 per activity. Ticket sellers and monitors will be paid at the rate of \$15.00 per activity. Payment will not be made if persons receive remuneration for those responsibilities as part of an extra duty assignment.

Category VIII: Teachers who are asked to cover another teacher's class during his or her prep time, may submit a time card for pay at substitute teacher pay rates.

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- IV shall be limited to one step in any one fiscal year unless otherwise authorized by the Board of Education.

Extra Duty Salary Schedule On Base of
\$29,600

	STEP	PERCENT	DOLLAR AMOUNT
CATEGORY I	1	0.1	2,960
	2	0.11	3,256
	3	0.12	3,552
	4	0.13	3,848
	5	0.14	4,144
	6	0.15	4,440
	7	0.16	4,736
	8	0.17	5,032
	9	0.18	5,328
	10	0.19	5,624
	11	0.2	5,920
	12	0.21	6,216
	13	0.22	6,512
CATEGORY II	1	0.06	1,776
	2	0.066	1,954
	3	0.072	2,131
	4	0.078	2,309
	5	0.084	2,486
	6	0.09	2,664
	7	0.096	2,842
	8	0.102	3,019
	9	0.108	3,197
	10	0.114	3,374
	11	0.12	3,552
	12	0.126	3,730
	13	0.132	3,907
CATEGORY III	1	0.04	1,184
	2	0.044	1,302
	3	0.048	1,421
	4	0.052	1,539
	5	0.056	1,658
	6	0.06	1,776
	7	0.064	1,894
	8	0.068	2,013
	9	0.072	2,131
	10	0.076	2,250
	11	0.08	2,368
	12	0.084	2,486
	13	0.088	2,605
CATEGORY IV	1	0.02	592
	2	0.022	651
	3	0.024	710
	4	0.026	770
	5	0.028	829
	6	0.03	888
	7	0.032	947
	8	0.034	1,006
	9	0.036	1,066
	10	0.038	1,125
	11	0.04	1,184
	12	0.042	1,243
	13	0.044	1,302
CATEGORY V		0.006	178

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 the new pay period 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 \$20 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.

Leave requests are subject to 1) availability of substitute teachers; 2) adequate notice to employer; 3) restrictions on use of leave to extend vacations; 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.

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

Leave days for personal reasons cannot be used the last workday immediately prior to or the first workday after a scheduled school vacation unless a special situation merits the Superintendent's approval.

Personal leave days must be taken in full day increments, except one day 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 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 Early Retirement Incentive Plan).

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).

**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.
MASTER CONTRACT MODIFICATION**

All portions of the master contract agreed to will remain in effect except for those provisions herein set forth.

Dated in Seward, Nebraska, this _____ day of _____, 2009.

SEWARD EDUCATION ASSOCIATION
By Jeanette Niemann

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