# MASTER CONTRACT BETWEEN BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 54 AND SHICKLEY EDUCATION ASSOCIATION

#### ARTICLE I

#### Preamble

This agreement is entered into this 13th day of December 2021, by and between the Board of Education of School District No. 54 of Fillmore County, Nebraska (hereinafter referred to as the Board) and the Shickley Education Association (hereinafter referred to as the Association) for the 2022-2023 and 2023-2024 school years. The effective dates of this document are August 1, 2022 and through July 31, 2024.

#### ARTICLE II

#### General Provisions

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

#### ARTICLE III

# Recognition

Section 1. The Association recognizes and respects the role of the Board, sitting as a policy-making body as representative of the electors of the district.

Section 2. The Board recognizes the Association as the exclusive and sole collective negotiating representative for all teachers employed by the district.

# ARTICLE IV

#### Procedure

Section 1. Neither party shall have any control over the selection of the negotiating representatives of the other party, nor shall they attempt to influence and/or exert pressures on the membership of the other party by any means.

Section 2. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make the proposals, consider proposals and make counter proposals in the course of negotiations.

Section 3. Meetings shall be held at a mutually satisfactory time and place and shall be closed to the press and public.

Section 4. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals. Each party shall promptly make available to the other, upon request, information within its possession, which is relevant to the subjects under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and law representatives to assist with negotiations.

#### ARTICLE V

# Rights of Teachers

Section 1. Savings or Freeze Clause: Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to teachers as established by the rules, regulations and/or past practices of the Board in force on said date, will not be interpreted and/or applied so to eliminate reduce or otherwise diminish any teacher benefit existing during the current term of their contract without negotiation.

Section 2. Just Cause Provision: No teacher will be disciplined, reprimanded, have compensation reduced or withheld, or be deprived of any professional advantage without just cause.

# ARTICLE VI

# Changes in Terms and Conditions of Employment

Before the Board adopts a change in policy, which affects terms and conditions of employment of teachers, the Board will notify the Association in writing that it is considering such a change. The Association shall have the right to negotiate with the Board for a mutually acceptable change in said policy, provided that it files such a request with the Board within ten (10) days after receipt of said notice. Any agreement so reached shall be reduced to writing, ratified and become an addendum to this Agreement.

#### ARTICLE VII

# **Employment Standards**

Section 1. All teachers will be placed on the proper step of the salary schedule according to their experience and education. No presently employed teacher will receive less than the salary indicated on the salary schedule for his or her credited experience and education. No exceptions to this policy will be made.

Section 2. All years of experience will be accepted on the salary scale for placement of new teachers.

Section 3. The board agrees to hire only fully certificated teachers holding legal certificates in their endorsed area issued by the Nebraska Department of Education (Certification Division) for every teaching assignment, unless deemed necessary by the Superintendent and within the parameters of Rule 10.

#### ARTICLE VIII

#### Salary

Salary for 2022-2023 will be paid according to the base salary of \$38,275 and index salary schedule. Refer to Appendix A-2022-23 Salary Schedule and Appendix C-Extra Duty Schedule.

Salary for 2023-24 will be paid according to the base salary of \$39,275 and index salary schedule. Refer to Appendix B-2023-24 Salary Schedule and Appendix C-Extra Duty Schedule.

# Salary Schedule Advancement

#### Section 1 Horizontal Movement

Employees who advance on the salary schedule due to college credit hours must enroll in classes related to their field of education. Any classes taken that deviate from the employee's field of education, must be approved by the Superintendent.

#### Section 2 Vertical Movement

An employee can advance on the salary schedule one step each year due to experience. If an employee is frozen on a step for a number of years and eventually gains enough college hours to move to the next horizontal step, he/she can advance only one step down in experience regardless of the number of years they would have in the system.

#### ARTICLE IX

# Group Insurance and Hospitalization

The Board and the Association agree that during the 2022-23 and 2023-24 school terms the following payments for Educators Health Alliance Blue Cross-Blue Shield Insurance \$1050 PPO or \$3800 Health Savings Account health coverage and individual Dental PPO - 100% A, 75% B, 50% C Coverage - Option 2 will be paid by the Board. Vision insurance through Ameritas will be made available to the employee, paid by the employee:

- a) Full-time employee, full coverage.
- b) Full-time employee and children, full coverage.
- c) Full-time employee and spouse, full coverage.
- d) Full time employee, spouse, and children, full coverage.
- e) Single part-time teacher will be paid that portion of the full single insurance per month which is based on FTE.
- f) Full-time teaching couple, full family coverage.
- g) Married-part-time teachers will be paid that portion of the full single insurance per month which is in the same ratio as the amount of time worked is to a full teaching load.
- h) In no case will the Board's liability for insurance payments be more than that of the full family insurance per month to any family.
- i) The Board reserves the right to share expenses with other school districts in offering appropriate insurance coverage when an employee's spouse is employed by the cooperating District. These mutual agreements between cooperating districts must not in any way reduce or limit the employee's choice of coverage or that cost of coverage, if any, to the employee.
- j) If a teacher elects for the high deductible plan, the school district will deposit the premium cost savings into a Health Savings Account (HSA) for the teacher.

#### ARTICLE X

#### Sick Leave

The Board and the Association agree to the following sick leave policy for the 2022-23 and 2023-24 school terms:

a) At the beginning of each school year, each full-time teacher is entitled to nine (9) paid sick days (one of which, not to be rolled over, can be a flex day) per year cumulative to forty-five (45) paid sick days. A teacher who has reached the cumulative 45 days will receive 5 days (noncumulative) for the school term to

be used prior to his or her cumulative 45 days. Therefore, maxing out at 50.

Examples: based on the number of days a teacher ends with prior to the next school year: 41-45 (start the year with 45 plus 5); 40 (start the year with 45 plus 4); 39 (start the year with 45 plus 3); 38 (start the year with 45 plus 2); 37 (start the year with 45 plus 1); 36 (start the year with 45)

b) A Sick Leave Bank will be established to provide additional paid sick days to those teachers who qualify.

Shickley Public Schools Sick Leave Bank 2022-23 and 2023-24

The number of days in the bank will be determined by the number of teachers who join.

- a) Each teacher can choose to give one day to the bank
- b) Withdrawing from the bank can be done only by those who have contributed during the 2022-23 and 2023-24 school years.
- c) The number of sick days in the bank may carry over from year to year but cannot exceed 45 days.
- d) The sick bank may be used for maternity leave.
- e) Each bank member must sign up at the start of the school year by Sept 1<sup>st</sup>.

A board of three (3) persons will divide days among those teachers who apply and qualify for sick days at the end of the school year.

- a) The teacher must apply.
- b) The board will determine whether the applicant qualifies for drawing from the bank
- c) The board consists of:
  - 1) one administrator
  - 2) two teachers
- d) Part-time teachers will receive sick leave and Sick Leave Bank benefits in the same ratio that the amount of time worked relates to a full teaching load.

# ARTICLE XI

#### Personal Leave

The Board and the Association agree that teachers will be allowed to get up to two (2) days for each contract year and roll over one (1) unused personal day from the previous year, to bring his or her total number of personal days not to exceed three (3). The annual flex day, as outlined above under Sick Leave, may also be used for personal leave.

#### ARTICLE XII

#### Professional Leave

The Board and the Association agree that during the 2022-23 and 2023-24 school terms each full-time teacher shall be allowed two (2) days of professional leave and that each part-time teacher will be allowed one (1) day of professional leave, granted at the discretion of the Superintendent.

#### ARTICLE XIII

# Teaching Load

The Board and the Association agree that for the school years 2022-23 and 2023-24, the following policy is in effect:

- a) In accordance with state law, each teacher will be given at least thirty (30) duty-free minutes during the teaching day.
- b) Six classes, one study hall, and one planning period or seven classes and one planning period will be the normal secondary teaching load.

# ARTICLE XIV

# Extra-Duty Pay

The Board and the Association agree that for the 2022-23 and 2023-24 school terms teachers given extra-duty assignments will be paid for each additional assignment with a wage calculated as a percentage of the base salary. This wage will be paid in addition to the teacher's normal teaching salary. Rates of pay for extra-duty assignments are established by the salary schedule in Appendix B and are incorporated by reference. Teachers will be paid \$12.50 for each assigned session of ticket sales at home contests.

If the extra duty activity does not have sufficient participants and the board deems it necessary to suspend or eliminate the activity, no compensation shall be given to a sponsor of that activity.

# Extra Duty Movement

An employee can advance on the extra duty schedule after every third year. For example, a first year coach will be considered in year one. Once that coach has completed his/her third year of coaching, they will move over in the 4-6 column. All previous years of coaching/sponsoring at the same/equal level will be accepted with the exception of someone moving from a varsity position to a lower level position. In this case they will be granted their years of experience in such a move.

#### ARTICLE XV

# Duration and Amendment

Section 1. Successor Agreement: The Board and the Association agree to begin negotiations over a Successor Agreement in effort on both sides to reach continuing agreement on conditions of employment, matter of personnel policy and other relationships which may then be of mutual concern and interest. Both parties are required to follow the negotiations time-line outlined in Nebraska State Statutes.

Section 2. This agreement shall be effective as of the 2022-23 school year subject to the Nebraska State Statutes regarding teacher negotiations. This agreement may be amended by mutual consent of both parties and all amendments affixed hereto. Any provision of this Agreement not so amended shall remain in full force and effect. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of the Agreement shall be superseded and replaced by this Agreement.

Section 3. This agreement shall remain in effect for the 2022-23 and 2023-24 school terms or until superseded by another agreement between parties.

IN WITNESS WHEREOF, the parties hereto, acting by their duly authorized representatives, have executed this Agreement on this 13th day of December, 2021.

SHICKLEY EDUCATION ASSOCIATION

**BOARD OF EDUCATION, DISTRICT #54** 

Board Member

Board Member

# Appendix A

ВА		BA+9		BA+18		BA+27		MA		MA+9		MA+18		STEP
1.00	38,275	1.04		1.08	41,337			1.16		1.20		1.24	47,461	1
1.04	39,806	1.08		1.12		1.16	44,399	1.20	•	1,24		1.28	48,992	2
.08		1.12	-	1.16		1.20	45,930	1.24	47,461	1.28		1.32	50,523	3
1.12	42,868	1.16		1.20		1.24	47,461	1.28		1.32	50,523	1.36	52,054	4
1.16	44,399		45,930				48,992		50,523		52,054	1.40	53,585	5
1.20	45,930	1.24	47,461	1.28	48,992	1.32	50,523	1.36	52,054	1.40	53,585	1.44	55,116	6
		1.28		1.32	50,523		•	1.40		1.44	55,116	1.48	56,647	7
		1.32	50,523	1.36	52,054		53,585	1.44		1.48		1.52	58,178	8
		1.36	52,054	1.40	53,585	1.44	55,116		56,647	1.52	58,178	1.56	59,709	9
				1.44	55,116	1.48	56,647		58,178	1.56	59,709	1.60	61,240	10
						1.52	58,178	1.56	59,709	1.60	61,240	1.64	62,771	11
							•	1.60	61,240	1.64	62,771	1.68	64,302	12
										1.68	64,302	1.72	65,833	13
												1.76	67,364	14

Valid as of 12-13-2021

Appendix B

egi.					2023-		SALA	RY S	CHED	ULE				
BA		BA+9		BA+18		BA+27		MA		MA+9		MA+18		STEP
1.00		1.04	40,846	1.08	42,417	1.12		1.16		1.20		1.24	48,701	1
.04	40,846	1.08	42,417		43,988		45,559		47,130		48,701	1.28	50,272	2
.08	42,417	1.12	43,988		1000	1.20	47,130	1.24	48,701	1.28	50,272	1.32	51,843	3
.12		1.16		1.20	•••	1.24		1.28	50,272	1.32		1.36	53,414	4
.16		1.20	47,130		48,701	100	50,272		51,843		53,414	1.40	54,985	5
.20	47,130	1.24	48,701	1.28		1.32	51,843	1.36	53,414	1.40		1.44	56,556	6
•		1.28	50,272	1.32		1.36	53,414	1.40		1.44		1.48	58,127	7
		1.32	51,843	1.36	53,414	1.40	54,985	1.44	56,556	1	58,127	1.52	59,698	8
		1.36	53,414	ł	54,985		56,556	1.48	58,127	1.52		1.56	61,269	9
		<u> </u>		1.44	56,556	1.48	58,127		59,698		61,269	1.60	62,840	10
						1.52	59,698		61,269	1.60	62,840	1.64	64,411	11
								1.60	62,840	1.64	64,411	1.68	65,982	12
										1.68	65,982	1.72		13
												1.76	69,124	14

Valid as of 12-13-2021

# Appendix C

Extra Duty Schedule									
Duty	1-3 Years	4-6 Years	7-9 Years	10+ Years					
Head Athletic Coach	12%	13%	14%	15%					
Assistant Athletic Coach (1)	7%	8%	9%	10%					
Assistant Athletic Coach (2)	7%	8%	9%	10%					
JH Coach (1)	5%	6%	7%	8%					
JH Coach (2)	5%	6%	7%	8%					
Head One Act	12%	13%	14%	15%					
Assistant One Act (1)	7%	8%	9%	10%					
Head Speech	12%	13%	14%	15%					
Assistant Speech (1) - Discretionary	7%	8%	9%	10%					
FFA	12%	13%	14%	15%					
Athletic Director	9%	10%	11%	12%					
Band/Music JH & HS	12%	13%	14%	15%					
Head Yearbook	12%	13%	14%	15%					
Assistant Yearbook	7%	8%	9%	10%					
FBLA	5%	6%	7%	8%					
Plant Sale Coordinator (1)	2%	2%	2%	2%					
Plant Sale Coordinator (2)	2%	2%	2%	2%					
Concessions	4%	4%	4%	4%					
Junior Class Sponsor (1)	2%	2%	2%	2%					
Junior Class Sponsor (2)	2%	2%	2%	2%					
Senior Class Sponsor	2%	2%	2%	2%					
Student Council	2%	2%	2%	2%					
Field Preparation	1%	1%	1%	1%					