# Conestoga Public Schools 2018-2019; 2019-2020; 2020-2021 Negotiated Master Agreement

#### **LEAVES**

#### I. SICK LEAVE

Accumulative: At the beginning of each school year, each teacher, subject to his/her full-time equivalency (FTE) ratio, shall be credited with a 10-day sick leave allowance to be used for absences caused by illness or physical ability of the teacher or a member of the teacher's immediate family. The unused portion of such allowance shall accumulate from year to year up to 45 days. (For the purpose of this section, "immediate family" is defined as the teacher's spouse, child, parent, or other person living in the same home as the teacher. Exceptions may be made at the discretion of the superintendent.) The Board shall furnish, upon request, to each teacher, a statement setting forth the total of sick leave credit. Teachers who have accumulated 45 days of sick leave at the end of the school year can bank and carry those days forward to the next school year and start that year with 45 days plus (+) the additional credited 10-day sick leave allowance given (45+10=55 sick leave days). Each year, a teacher will not be able to carry forward no more than 45 days.

#### II. PERSONAL LEAVE

At the beginning of each school year, each teacher, subject to his/her full-time equivalency (FTE) ratio, shall be credited with two (2) days of paid personal leave. Notification to the teacher's principal or other immediate supervisor for personal leave shall be made at least (5) days before taking such leave (except in the case of emergencies). Up to two (2) personal days earned from previous years may be carried forward allowing a maximum of four (4) personal leave days per year.

Upon separation of employment (after a minimum ten (10) years of service with Conestoga), a teacher will receive payment of ½ of the current year substitute teacher pay for unused sick and personal leave. This payment will include any unused accumulative days up to 50 days.

#### III. PROFESSIONAL LEAVE

Professional leave shall be granted at the discretion of the administration. Teachers should make requests for professional leave in writing, to their building principal.

#### IV. BEREAVEMENT LEAVE

Teachers shall be granted bereavement leave in case of death in the immediate family. In this case, immediate family shall include spouse, child, parent, grandparent, grandchild, mother or father-in-law, sister, brother, son-in-law, daughter-in-law, brother-in-law, sister-in-law. Normal leave shall be considered to be three (3) days.

Bereavement leave for an aunt, uncle, niece, or nephew shall be one day. In cases of extreme hardship, the Superintendent shall have the authority to grant additional days. Days used for bereavement leave for a death other than in the immediate family will either be deducted from accumulated personal leave or from the employee's salary.

#### V. EMERGENCY LEAVE

A teacher may be granted, with superintendent approval, three (3) days to be with a family member (defined in the bereavement leave) who is seriously ill and/or in the hospital. These days will be deducted from the accumulated personal leave. In extenuating circumstances requiring more than three (3) days or if the accumulated personal leave has been exhausted, additional leave may be granted.

#### VI. LEAVE OF ABSENCE

After a minimum of three years of service, an extended leave may be granted.

- 1. Requests for leaves of absence must be submitted in writing to the superintendent and will be acted upon by the Board of Education at its next regular meeting.
- 2. Leaves may be granted for up to one year. To continue leave beyond one year, the employee must reapply each year, by March 1.
- 3. During the leave of absence, employees will not receive salary.
- 4. During the leave of absence, the employee may obtain health insurance coverage through the district group program at their own expense.
- 5. When an employee wishes to return from leave, he/she shall report this intention in writing to the superintendent on or before March 1 of the year in which the leave is in effect. If no such notice is received on or before March 1, this will be considered a resignation. The school district shall not be responsible to remind an employee of this regulation.
- 6. An employee cannot be guaranteed that he/she will return to the position held prior to leave of absence. However, an effort will be made to place the employee in a comparable position upon returning to employment.
- 7. The employee that is granted a leave of absence will resume their previous placement upon the Salary Schedule.

#### **INSURANCE**

The school district will pay an amount not to exceed \$577.53 per month for single teachers or teachers electing to enroll in the group health insurance plan with single coverage. For married teachers, divorced, or single parent with child/children, electing to enroll with family coverage, the district will pay a monthly amount not to exceed \$1,628.51. In the event that the district employs a teacher and spouse, an amount not to exceed \$1,688.69 per month will be paid. Employee with Children rate will not exceed \$1,068.45. Single dental insurance, not to exceed \$28.67 per month will be paid by the district. The 2018-2019 insurance coverage is \$900.00. If the insurance carrier is changed, coverage shall be comparable.

The school district will provide a disability income protection plan for all certificated staff members employed at .5 FTE or greater at a rate not to exceed .0034 of employee's salary per month per employee.

#### CONTRACT DAYS

The number of contract days will not exceed 185 days, unless the teacher receives compensation in addition to that of the regular pay schedule.

#### ATHLETIC PASSES

Each teacher will receive a pass to all home athletic contests, which will admit the teacher, spouse, and children through 8<sup>th</sup> grade.

### SUBSTITUTE TEACHERS

If the administration is unable to find a substitute teacher at a particular time, it may assign another regular teacher to the vacant position. The regular teacher so assigned will receive compensation of \$15.00 per class for the additional duties performed, if the assignment results in no planning period during the student day. Teachers so assigned shall receive pay for the extra duty only if they are not regularly assigned for the time they serve as a substitute.

#### **GRIEVANCE**

Any certificated staff member shall have the right to file grievances regarding the implementation, interpretation or application of the terms of this master contract. Such grievance action shall follow the procedure set forth in Policy 4013. A copy of Policy 4013 shall be given to the local association president each year and to new teachers.

#### PROFESSIONAL GROWTH

See attached Board Policy 4032.

#### PART TIME TEACHERS

Any teachers employed on less than a full-time basis shall be entitled to and receive all benefits provided full-time teachers on a pro-rated basis. Pro-rating leave for part-time teachers shall be based upon the number of contract days they serve the district.

## **USE OF SCHOOL DISTRICT COMMUNICATION SYSTEMS**

The Association and each member of the certificated staff, subject to the Negotiated Agreement, as a benefit of employment, shall be allowed to make reasonable use of the School District's computer network and communication systems, including teacher's mailboxes, teacher bulletins, intercom, e-mail, telephones, etc.; provided, however, use of communication systems incurring a special toll charge or additional expenditure of school funds shall not be used without prior administrative approval

and reimbursement to the School District associated with such use. Use of the School District's communication systems shall not cause unnecessary interruption of school programs.

#### REOPENER CLAUSE

Negotiations may be reopened before the second year of the three-year agreement upon request of either side if any changes are made by the State Legislature dealing with teacher salary or state funding of public school districts. Additionally, if the health insurance premiums increase by more than 7%, negotiations may be reopened for the purpose of discussing the redistribution of the funds agreed to for the 2018-2019 school year.

#### INITIAL PLACEMENT ON THE SALARY SCHEDULE

Initial placement of a newly hired employee with no teaching experience shall be on Step 1 of the index schedule. For a newly hired employee with previous teaching experience in approved and/or accredited schools, the Board shall credit the employee with each year of previous full—time teaching experience, up to ten years. Base Salary for 2018-2019 is \$35,700.00; base salary for 2019-2020 is \$36,500.00; base salary for 2020-2021 is \$37,300.00.

#### DOCUMENT AUTHORIZATION

This agreement was made and entered into this 12th day of December, 2017, between the Board of Education of the School District #56, Cass County, Nebraska, and the Conestoga Education Association.

Conestoga Education Association

Head Negotiator

Conestoga Board of Education

Chair of Negotiations

\*Memorandum of Understanding 2006 is attached and considered part of this Negotiated Agreement.

\*\*Teachers will move vertically and horizontally on the salary schedule and its limitations.

### MEMORANDUM OF UNDERSTANDING

Cass County School District No. 13-0056, a/k/a Conestoga Public Schools (hereinafter "School District") through its Board of Education and the Conestoga Education Association (hereinafter "CEA") as collective bargaining agent for all non-supervisory certificated employees of the School District, jointly agree as follows:

- 1. The Board of Education of the School District voted on March 11, 2006, to implement a 4-day week for the 2006-07 school year. Each bargaining unit member was so advised in writing on or about April 13, 2006. The CEA on behalf of each bargaining unit member requested a hearing in a timely fashion.
- 2. The School District and the CEA agree the resultant reduction in the number of contract days will not be used to reduce total teacher compensation.
- 3. The School District and the CEA agree that for all calculations determining pay comparability, the number of contract days for the School District shall be that number which is the array average number of contract days. This will relate to both negotiations and CIR processes. There will be no adjustment in total salary due to the fewer number of days the Conestoga teachers are working when working with comparability.
- 4. In consideration of the foregoing agreement as set forth herein, the CEA on behalf of its bargaining unit members, accepts the amendments of each such person's individual contract and further agrees that the CEA's request for hearings dated April 18, 2006, is hereby withdrawn.
- 5. When the parties have negotiated to closure, a Negotiated Agreement for 2006-07, the terms of this Memorandum of Understanding shall be incorporated therein.
- 6. If the number of days contracted for are increased from 159, there will be no expectation by the teachers of increased pay due to increased number of days in the contract.

Dated this 12th day of June, 2006.

Cass County School District No. 13-0056, a/k/a Conestoga Public Schools.

President, Board of Education

Secretary, Board of Education

JUN 2 9 2006

Conestoga Education Association,

President

# Conestoga Public Schools 2018-2019

Base = \$ 35,700.00

	ВА	BA + 9	BA + 18	BA + 27	ВА	+ 36 / MA	MA + 9	MA + 18	MA + 27
1	1.00 \$35,700	1.04 \$37,128		1. <del>1</del> 2 \$39,984		1.16 41,412		1.24 \$44,268	
2	1.04 \$37,128	1.08 \$38,556	1.12 \$39,984	1.16 \$41,412		1.20 42,840	1.24 \$44,268	1.28 \$45,696	1.32 \$47,124
3	1.08 \$38,556	1.12 \$39,984				1.24 44,268			
4	1.12 \$39,984			1.24 \$44,268		1.28 45,696			
5	1.16 \$41,412		1.24 \$44,268		\$	1.32 47,124		1.40 \$49,980	
6	1.20 \$42,840					1.36 48,552			
7		1.28 \$45,696		1.36 \$48,552	\$	1.40 49,980		1.48 \$52,836	
8		1.32 \$47,124		1.40 \$49,980		1.44 51,408			
9			1.40 \$49,980		\$	1.48 52,836	-		
10				1.48 \$52,836	\$	1.52 54,264			
11				1.52 \$54,264	\$	1.56 55,692			
12				1.56 \$55,692	\$	1.60 57,120	1.64 \$58,548	1.68 \$59,976	1.72 \$61,404
13					\$	1.64 58,548	1.68 \$59,976	1.72 \$61,404	1.76 \$62,832
14							1.72 \$61,404	1.76 \$62,832	1.80 \$64,260
15	MA + 27 C	olumn/Ste <sub>l</sub> year.	o 15 receive Maximum 2		tiona	l 1% each		1.80 \$64,260	1.84 \$65,688

#### Conestoga Public Schools 2019-2020

Base = \$ 36,500.00

	ВА	BA + 9	BA + 18	BA + 27	ВА	+ 36 / MA	MA + 9	MA + 18	MA + 27
1	1.00 \$36,500	1.04 \$37,960	1.08 \$39,420	1.12 \$40,880	\$	1.16 <b>42</b> ,340			1.28 \$46,720
2	1.04 \$37,960	1.08 \$39,420	1.12 \$40,880	1.16 \$42,340	\$	1.20 43,800	1.24 \$45,260	1.28 \$46,720	1.32 \$48,180
3	1.08 \$39,420	1.12 \$40,880	1.16 \$42,340	1.20 \$43,800	\$	1.24 45,260	1.28 \$46,720	1.32 \$48,180	1.36 \$49,640
4	1.12 \$40,880	1.16 \$42,340	1.20 \$43,800		\$	1.28 46,720	1.32 \$48,180		1.40 \$51,100
5	1.16 \$42,340	1.20 \$43,800		1.28 \$46,720	\$	1.32 48,180			
6	1.20 \$43,800	1.24 \$45,260	1.28 \$46,720		\$	1.36 49,640	1.40 \$51,100		1.48 \$54,020
7		1.28 \$46,720	1.32 \$48,180	1.36 \$49,640	\$	1.40 51,100	1.44 \$52,560		
8		1.32 \$48,180	1.36 \$49,640	1.40 \$51,100	\$	1.44 52,560			1.56 \$56,940
9			1.40 \$51,100	1.44 \$52,560	\$	1.48 54,020	1.52 \$55,480	1.56 \$56,940	1.60 \$58,400
10			1.44 \$52,560	1.48 \$54,020	\$	1.52 55,480			
11				1.52 \$55,480	\$	1.56 56,940	1.60 \$58,400	1.64 \$59,860	
12				1.56 \$56,940	\$	1.60 58,400	1.64 \$59,860	1.68 \$61,320	1.72 \$62,780
13					\$	1.64 59,860	1.68 \$61,320	1.72 \$62,780	1.76 \$64,240
14							1.72 \$62,780	1.76 \$64,240	1.80 \$65,700
15	MA + 27 C	olumn/Ste year.	o 15 receiv Maximum :		tiona	ıl 1% each		1.80 \$65,700	1.84 \$67,160

# Conestoga Public Schools 2020-2021

Base = \$ 37,300.00

	ВА	BA + 9	BA + 18	BA + 27	ВА	+ 36 / MA	MA + 9	MA + 18	MA + 27
1	1.00 \$37,300		1.08 \$40,284		\$	1.16 43,268			
2	1.04 \$38,792	1.08 <b>\$40,284</b>	1.12 \$41,776	1.16 <b>\$4</b> 3,268	\$	1.20 44,760	1.24 \$46,252		1.32 \$49,236
3	1.08 \$40,284	1.12 \$41,776	1.16 \$43,268	1.20 \$44,760	\$	1.24 46,252		1.32 \$49,236	1.36 \$50,728
4	1.12 \$41,776	1.16 \$43,268			\$	1.28 47,744			
5	1.16 \$43,268		1.24 \$46,252		\$	1.32 49,236	1.36 \$50,728		
6	1.20 \$44,760		1.28 \$47,744			1.36 50,728		1.44 \$53,712	
7		1.28 \$47,744	1.32 \$49,236		\$	1.40 52,220			
8		1.32 \$49,236	1.36 \$50,728	1.40 \$52,220	\$	1.44 53,712		1.52 \$56,696	1.56 \$58,188
9			1.40 \$52,220	1.44 \$53,712	\$	1.48 55,204			
10			1.44 \$53,712		\$	1.52 56,696			
11				1.52 \$56,696	\$	1.56 58,188	1.60 \$59,680		
12				1.56 \$58,188	\$	1.60 59,680	1.64 \$61,172	1.68 \$62,664	1.72 \$64,156
13					\$	1.64 61,172	1.68 \$62,664	1.72 \$64,156	1.76 \$65,648
14							1.72 \$64,156	1.76 \$65,648	1.80 \$67,140
15	MA + 27 C	olumn/Ste <sub>l</sub> year.	o 15 receive Maximum 2		tiona	l 1% each		1.80 \$67,140	1.84 \$68,632

	Caroexilita March	39/6 49/6 59/6 59/6 59/6 59/6 59/6 59/6 59/6 5	
Fall	Head Football		20-2402
	Head Volleybal		_
Winter	Head Boys Bba		
	Head Girls Bba	11	
$\geq$	Head Wrestling	g	
	Asst Football		
	Asst Football		
=	Asst Volleyball		
Fall	Asst Volleyball		
	Asst Boys Bball		
Į.	Asst Boys Bball		
Winter	Asst Girls Bball		
$\geq$	Asst Girls Bball		
	Asst Track		
Spring	Asst Track		
Sp	Asst Track		
	egory Sponsor	3% 5% 7%	<u>:: : : : : : : : : : : : : : : : : : :</u>
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FBI	_		
	<sup>h</sup> Grade		
	<sup>h</sup> Grade		
10 <sup>th</sup> Grade			
Head HS Teacher			
	ad Elem		
Stu		Category Sponsor 1% 2%	<u> </u>
Ass	t One Act	NHS	
Ass	t Speech	12 <sup>th</sup> Grade	_
SST		HS Quiz Bowl	
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SST

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**SST** 

SST

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SAP

SAP

SAP SAP SAP Initial placement will be Step 0.

JH Quiz Bowl

 All experience will be allowed from previous school when sponsoring the same activity.

 Asst. Coach moving up to Head Coach will receive 1 years credit for every two years as assistant.

 SST & SAP members will be placed at Step 1. When training is completed, movement will take place the next year.

• When assigning Co-Head coaches for any sport or activity, the coach/sponsor's placement on the head coaching/sponsor scale and the coaches/sponsor's placement on the head coaching/sponsor scale and the coaches/sponsor's placement on the assistant coaching/sponsor scale will be added together then divided by two to determine coaching/sponsor salary. Each year as a co-head coach/sponsor will be considered a year of head coaching/sponsorship for future placement. If the Co-Head coaching/sponsorship formula results in a lower salary than the coach/sponsor had been earning the coach will continue to earn the higher salary until their years of experience result in a higher salary.

}	2018-2019	Year 1	Year 2	Year 3	Year 4	Year 5
	Activities Director	17%	Nava			
				Schroeder		
	Category HS Head Coach	12%	13%	14%	15%	16%
A0070	Football					
	Volleyball					
Fall	Softball			<u> </u>		
	Boys Basketball					
Winter	Girls Basketball					
Win						
	Wrestling		<u></u>			
Spring	Track					
ind	Boys Soccer					
	Girls Soccer	<b>50</b> 4			The second secon	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	Category HS	7%	8%	9%	10%	11%
	Assistant Coach					
	Football					
	Football			_		
	Football					
	Volleyball					
	Volleyball					
Fall	Softball					
7	Softball					
	Boys Basketball	_				
	Boys Basketball				_	
ter	Girls Basketball					
Winter	Girls Basketball					
	Wrestling					
	Track		,		_	
	Track					
	Track		· .			
<u>%</u>	Track					
Spring	Boys Soccer				-	
<u>Ş</u>	Girls Soccer		•			
	B/G Soccer					

Category Sponsor	6%	7%	8%	9%	10%	11%	12%
Instr. Music							
Vocal Music							
FFA							
Cheerleading							
Drill Team						1	

### 4032 Professional Growth

The board of education believes the goal of professional selfimprovement to be inherent in the responsibilities of each certificated district employee.

Expectations for certificated staff are to improve skills through indistrict-training opportunities. Conestoga Public Schools will offer yearly professional development trainings and workshops for certificated staff. Certificated staff will be expected to attend 90% of professional growth activities, which include teacher workdays and teacher in-district professional development days.

Adopted on: March 11, 2008

Revised on: March 15, 2011, March 14, 2017

Reviewed on:

# 4013 Grievance Procedure

**Definition of Grievance.** A grievance is an allegation by an employee or group of employees that there has been a violation of a provision of the negotiated agreement or a policy of the board of education.

**Procedural Steps.** The procedure for handling grievances is as set forth below.

**Step 1 - Oral Notice to Principal.** The grievant shall initiate the grievance by presenting it to his or her principal or immediate supervisor within seven (7) days from the date that the grievant knew or should have known of the incident giving rise to the grievance.

**Step 2 - Written Grievance to the Principal.** If the grievance is not resolved to the satisfaction of the grievant within five (5) days of the meeting with the principal, the grievant representative may present the grievance in writing to the principal.

The principal shall schedule a meeting within three (3) days of receipt of the written grievance to discuss the elements of the grievance. The principal shall submit his or her determination in writing to the grievant within five (5) days of the meeting.

**Step 3 - Written Appeal to the Superintendent of Schools.** If the determination of the principal is not satisfactory to the grievant, the grievant may appeal it to the superintendent of schools or his or her designated representative. Said appeal shall be presented, in writing, to the office of the superintendent of schools within five (5) days of receipt of the principal's determination.

The superintendent of schools or a designee shall hold a formal meeting within seven (7) days of receiving the written appeal. The superintendent of schools or a designated representative shall make a written determination regarding the grievance within five (5) days of the date of the meeting.

**Step 4 - Appeal to the Board of Education.** If the determination of the superintendent of schools is not satisfactory

to the grievant, the grievant may appeal it to the board within five (5) days of receipt of the superintendent's decision. The board shall hear the grievance within thirty (30) days in open or closed session in accordance with the law. The board shall notify the grievant of its decision within five (5) days of hearing the grievance.

**Written Presentation.** All grievances presented at Step 2 and subsequent steps of the procedure shall set forth in writing all facts giving rise to the grievance, the provision(s) of the Agreement or policy alleged to have been violated, the names of the grievant(s), the names of all witnesses, and the remedy sought by the grievant. All grievances at Step 2 and appeals at Step 3 and Step 4 shall be signed and dated by the aggrieved employee. All written answers submitted by the district shall be signed and dated by the appropriate district representative.

**Grievance Meetings or Hearings.** All meetings and hearings conducted under this procedure up to and including Step 3 shall be conducted in private and shall include only the administration's representatives, the grievant, the grievant's representatives, and witnesses as necessary.

**Association Representation.** A grievant shall have the right to have an Association representative present to represent the grievant at each level of the grievance procedure.

**Reprisals.** No reprisals of any kind shall be taken against any employee who uses this grievance procedure in good faith.

**Withdrawal of a Grievance.** A grievant may withdraw his or her grievance at any level of the procedure without fear of reprisal from any party.

**Advanced Step Filing.** A grievance shall be filed initially at the level at which the decision resulting in the grievance was made.

**Time Limitations.** Time limitations herein are critical. All references to days are to calendar days. No grievance shall be accepted by the district unless it is submitted or appealed within the time limits set forth in this Agreement. If at any time during the grievance process, it is discovered that the grievance was not filed or appealed in a timely manner, the grievance shall be dismissed. If the grievance is not submitted in a timely manner at Step 1 or Step 2, it shall be deemed

to be waived. If the grievance is not appealed to Step 3 in a timely manner, it shall be deemed to have been settled in accordance with the district's Step 2 determination. If the district fails to answer within the time limits set forth in this Agreement, the grievance shall automatically proceed to the next step.

When the deadline for taking an action falls on a Saturday, a Sunday or a legal holiday, the time for taking the action shall be extended to the next working day.

Adopted on: March 11, 2008

Revised on: \_\_\_\_\_

Reviewed on: December 12, 2017