Conestoga Public Schools 2021-2022; 2022-2023; 2023-2024 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 1st.
- 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 1st of the year in which the leave is in effect. If no such notice is received on or before March 1st, 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 \$669.80 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 \$1,888.68. In the event that the district employs a teacher and spouse, an amount not to exceed \$1971.97, per month will be paid. Employee with Children rate will not exceed \$1,239.14. Single dental insurance, not to exceed \$29.54, per month will be paid by the district. The 2021-2022 insurance coverage is \$1,050.00. 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 8th 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 \$30.00 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 2021-2022 is \$38,100.00; base salary for 2022-2023 is \$38,900.00; base salary for 2023-2024 is \$39,700.00.

DOCUMENT AUTHORIZATION

This agreement was made and entered into this 9th day of February, 2021, between the Board of Education of the School District #56, Cass County, Nebraska, and the Conestoga Education Association.

Conestoga Education Association	Conestoga Board of Education
Head Negotiator	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.

Conestoga Public Schools 2021-2022

				Base =	\$ 38,100.00			
	ВА	BA + 9	BA + 18	BA + 27	BA + 36 /MA	MA + 9	MA + 18	MA + 27
1	1.00 \$ 38,100	1.04 \$ 39,624	1.08 \$ 41,148	1.12 \$ 42,672	1.16 \$ 44,196	1.20 \$ 45,720	1.24 \$ 47,244	1.28 \$ 48,768
2	1.04 \$ 39,624	1.08 \$ 41,148	1.12 \$ 42,672	1.16 \$ 44,196	1.20 \$ 45,720	1.24 \$ 47,244	1.28 \$ 48,768	1.32 \$ 50,292
3	1.08 \$ 41,148	1.12 \$ 42,672	1.16 \$ 44,196	1.20 \$ 45,720	1.24 \$ 47,244	1.28 \$ 48,768	1.32 \$ 50,292	1.36 \$ 51,816
4	1.12 \$ 42,672	1.16 \$ 44,196	1.20 \$ 45,720	1.24 \$ 47,244	1.28 \$ 48,768	1.32 \$ 50,292	1.36 \$ 51,816	1.40 \$ 53,340
5	1.16 \$ 44,196	1.20 \$ 45,720	1.24 \$ 47,244	1.28 \$ 48,768	1.32 \$ 50,292	1.36 \$ 51,816	1.40 \$ 53,340	1.44 \$ 54,864
6	1.20 \$ 45,720	1.24 \$ 47,244	1.28 \$ 48,768	1.32 \$ 50,292	1.36 \$ 51,816	1.40 \$ 53,340	1.44 \$ 54,864	1.48 \$ 56,388
7		1.28 \$ 48,768	1.32 \$ 50,292	1.36 \$ 51,816	1.40 \$ 53,340	1.44 \$ 54,864	1.48 \$ 56,388	1.52 \$ 57,912
8		1.32 \$ 50,292	1.36 \$ 51,816	1.40 \$ 53,340	1.44 \$ 54,864	1.48 \$ 56,388	1.52 \$ 57,912	1.56 \$ 59,436
9			1.40 \$ 53,340	1.44 \$ 54,864	1.48 \$ 56,388	1.52 \$ 57,912	1.56 \$ 59,436	1.60 \$ 60,960
10			1.44 \$ 54,864	1.48 \$ 56,388	1.52 \$ 57,912	1.56 \$ 59,436	1.60 \$ 60,960	1.64 \$ 62,484
11				1.52 \$ 57,912	1.56 \$ 59,436	1.60 \$ 60,960	1.64 \$ 62,484	1.68 \$ 64,008
12				1.56 \$ 59,436	1.60 \$ 60,960	1.64 \$ 62,484	1.68 \$ 64,008	1.72 \$ 65,532
13					1.64 \$ 62,484	1.68 \$ 64,008	1.72 \$ 65,532	1.76 \$ 67,056
14						1.72 \$ 65,532	1.76 \$ 67,056	1.80 \$ 68,580
15	MA + 27 Co	•	receives an a		% each year.		1.80 \$ 68,580	1.84 \$ 70,104

Conestoga Public Schools 2022-2023

				Base =	\$38,900.00			
	ВА	BA + 9	BA + 18	BA + 27	BA + 36/MA	MA + 9	MA + 18	MA + 27
1	1.00 \$ 38,900	1.04 \$ 40,456	1.08 \$ 42,012	1.12 \$ 43,568	1.16 \$ 45,124	1.20 \$ 46,680	1.24 \$ 48,236	1.28 \$ 49,792
2	1.04 \$ 40,456	1.08 \$ 42,012	1.12 \$ 43,568	1.16 \$ 45,124	1.20 \$ 46,680	1.24 \$ 48,236	1.28 \$ 49,792	1.32 \$ 51,348
3	1.08 \$ 42,012	1.12 \$ 43,568	1.16 \$ 45,124	1.20 \$ 46,680	1.24 \$ 48,236	1.28 \$ 49,792	1.32 \$ 51,348	1.36 \$ 52,904
4	1.12 \$ 43,568	1.16 \$ 45,124	1.20 \$ 46,680	1.24 \$ 48,236	1.28 \$ 49,792	1.32 \$ 51,348	1.36 \$ 52,904	1.40 \$ 54,460
5	1.16 \$ 45,124	1.20 \$ 46,680	1.24 \$ 48,236	1.28 \$ 49,792	1.32 \$ 51,348	1.36 \$ 52,904	1.40 \$ 54,460	1.44 \$ 56,016
6	1.20 \$ 46,680	1.24 \$ 48,236	1.28 \$ 49,792	1.32 \$ 51,348	1.36 \$ 52,904	1.40 \$ 54,460	1.44 \$ 56,016	1.48 \$ 57,572
7		1.28 \$ 49,792	1.32 \$ 51,348	1.36 \$ 52,904	1.40 \$ 54,460	1.44 \$ 56,016	1.48 \$ 57,572	1.52 \$ 59,128
8		1.32 \$ 51,348	1.36 \$ 52,904	1.40 \$ 54,460	1.44 \$ 56,016	1.48 \$ 57,572	1.52 \$ 59,128	1.56 \$ 60,684
9			1.40 \$ 54,460	1.44 \$ 56,016	1.48 \$ 57,572	1.52 \$ 59,128	1.56 \$ 60,684	1.60 \$ 62,240
10			1.44 \$ 56,016	1.48 \$ 57,572	1.52 \$ 59,128	1.56 \$ 60,684	1.60 \$ 62,240	1.64 \$ 63,796
11				1.52 \$ 59,128	1.56 \$ 60,684	1.60 \$ 62,240	1.64 \$ 63,796	1.68 \$ 65,352
12				1.56 \$ 60,684	1.60 \$ 62,240	1.64 \$ 63,796	1.68 \$ 65,352	1.72 \$ 66,908
13					1.64 \$ 63,796	1.68 \$ 65,352	1.72 \$ 66,908	1.76 \$ 68,464
14						1.72 \$ 66,908	1.76 \$ 68,464	1.80 \$ 70,020
15	MA + 27 Co	•	receives an a		% each year.		1.80 \$ 70,020	1.84 \$ 71,576

Conestoga Public Schools 2023-2024

				Base =	\$39,700.00			
	ВА	BA + 9	BA + 18	BA + 27	BA + 36 MA	MA + 9	MA + 18	MA + 27
1	1.00 \$ 39,700	1.04 \$ 41,288	1.08 \$ 42,876	1.12 \$ 44,464	1.16 \$ 46,052	1.20 \$ 47,640	1.24 \$ 49,228	1.28 \$ 50,816
2	1.04 \$ 41,288	1.08 \$ 42,876	1.12 \$ 44,464	1.16 \$ 46,052	1.20 \$ 47,640	1.24 \$ 49,228	1.28 \$ 50,816	1.32 \$ 52,404
3	1.08 \$ 42,876	1.12 \$ 44,464	1.16 \$ 46,052	1.20 \$ 47,640	1.24 \$ 49,228	1.28 \$ 50,816	1.32 \$ 52,404	1.36 \$ 53,992
4	1.12 \$ 44,464	1.16 \$ 46,052	1.20 \$ 47,640	1.24 \$ 49,228	1.28 \$ 50,816	1.32 \$ 52,404	1.36 \$ 53,992	1.40 \$ 55,580
5	1.16 \$ 46,052	1.20 \$ 47,640	1.24 \$ 49,228	1.28 \$ 50,816	1.32 \$ 52,404	1.36 \$ 53,992	1.40 \$ 55,580	1.44 \$ 57,168
6	1.20 \$ 47,640	1.24 \$ 49,228	1.28 \$ 50,816	1.32 \$ 52,404	1.36 \$ 53,992	1.40 \$ 55,580	1.44 \$ 57,168	1.48 \$ 58,756
7		1.28 \$ 50,816	1.32 \$ 52,404	1.36 \$ 53,992	1.40 \$ 55,580	1.44 \$ 57,168	1.48 \$ 58,756	1.52 \$ 60,344
8		1.32 \$ 52,404	1.36 \$ 53,992	1.40 \$ 55,580	1.44 \$ 57,168	1.48 \$ 58,756	1.52 \$ 60,344	1.56 \$ 61,932
9			1.40 \$ 55,580	1.44 \$ 57,168	1.48 \$ 58,756	1.52 \$ 60,344	1.56 \$ 61,932	1.60 \$ 63,520
10			1.44 \$ 57,168	1.48 \$ 58,756	1.52 \$ 60,344	1.56 \$ 61,932	1.60 \$ 63,520	1.64 \$ 65,108
11				1.52 \$ 60,344	1.56 \$ 61,932	1.60 \$ 63,520	1.64 \$ 65,108	1.68 \$ 66,696
12				1.56 \$ 61,932	1.60 \$ 63,520	1.64 \$ 65,108	1.68 \$ 66,696	1.72 \$ 68,284
13					1.64 \$ 65,108	1.68 \$ 66,696	1.72 \$ 68,284	1.76 \$ 69,872
14						1.72 \$ 68,284	1.76 \$ 69,872	1.80 \$ 71,460
15	MA + 27 Co	•	receives an a		√ each year.		1.80 \$ 71,460	1.84 \$ 73,048

		Year 1	Year 2	Year 3	Year 4	Year 5
	Activities Director	17%	18%	19%	20%	21%
						A
	Category HS	12%	13%	14%	15%	16%
	Head Coach					
	Football				0	
Fall	Volleyball					
F	Softball					
er	Boys Basketball					
Winter	Girls Basketball					
	Wrestling					
50	Track					
Spring	Boys Soccer					
Sp	Girls Soccer					
	Category HS	7%	8%	9%	10%	11%
16	Assistant Coach					1170
	Football		A GOS MAN THE STATE THACK THE ESTABLISHED BY A POPUL AND A STATE OF THE STATE OF TH		A MERI ALPHO HANDIDAN ENVENDADA ANGELE ANGEL	
	Football					
	Football					
	Volleyball					
	Volleyball					
Fall	Softball					
Fe	Softball					
	Boys Basketball					
	Boys Basketball		-			
er	Girls Basketball					
Winter	Girls Basketball					
	Wrestling					
	Track					
	Track					
	Track					
<u></u>	Track					
Spring	Boys Soccer					
Sp	Girls Soccer					
	B/G Soccer					
	_, = ==================================			L		

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

	Category JH	3%	4%	5%	6%	7%
	Coach					2016年1月1日
Fall	Head Football					
표	Head Volleyball					
T	Head Boys Bball					
Winter	Head Girls Bball					
>	Head Wrestling					
	Asst Football					
	Asst Football					
	Asst Volleyball					
Fall	Asst Volleyball					
	Asst Boys Bball					
i.	Asst Boys Bball					
Winter	Asst Girls Bball					
>	Asst Girls Bball					
b.n	Asst Track					
Spring	Asst Track					
Sp	Asst Track					

Category Sponsor	3%	4%	5%	6%	7%
Play					
One Act Play			,		
Yearbook					
FBLA					
11 th Grade					
11 th Grade					
10 th Grade					
Head HS Teacher					
StuCo				10226	
Speech			Category Spon	sor 1%	2%
Asst One Act			NHS		
Asst Speech			12 th Grade		
SST			HS Quiz Bowl		
SST			JH Quiz Bowl		
SST					
SAP					

4032 Professional Growth

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

Expectations for certificated staff are to improve skills through in-district-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: 3/11/08

Revised on: 3/15/11, 3/14/17

Reviewed on: 2/11/20

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.

Requirement to Grieve. This grievance procedure is not discretionary and cannot be waived except through the express written consent of the board. No administrator or

board member, individually, has the authority to waive the requirements of this procedure. Any grievance covered by this procedure but not raised pursuant to the requirements herein, including any grievance abandoned, will be forfeited.

Bad Faith or Serial Filings. The purpose of the grievance procedure is to resolve complaints and grievances regarding covered matters at the lowest level possible within the chain of command. Grievances filed without any intention to attempt to resolve the issues raised; for the purpose of adding administrative burden; or for purposes inconsistent with the professional obligations of district staff members may be dismissed by the superintendent without providing final resolution other than noting the dismissal on a basis in this section.

Adopted on: 3/11/18

Revised on:

Reviewed on: 12/12/17; 7/10/18; 2/11/20