

## NEGOTIATED AGREEMENT

2005-2006 SCHOOL YEAR

This agreement made this 18<sup>th</sup> day of July, 2005, by and between the District OR-1 School District and the District OR-1 Education Association.

Whereas, the undersigned parties have negotiated in good faith in regard to the wages, hours, and conditions of employment of the members of the Education Association employed by the School District; and,

Whereas, the undersigned have reached an agreement in accord with the following terms, and conditions.

Now therefore, it is agreed as follows:

1. That for the school year 2005-2006, the salary schedules, health insurance, extra-duty pay, disability insurance, sick leave benefits, personal leave benefits, and professional leave benefits shall be those which are set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference.
2. It is further agreed by and between the parties hereto that those items resolved by negotiations represent the sole and exclusive understanding by and between the parties relative to wages, hours, and conditions of employment of the members of the Education Association by the School District. The parties recognize the right of management to conduct the business of the employer and to direct their work force and the employer, subject only to the express terms and conditions hereof, shall have and does hereby expressly reserve the right to determine all issues relating to wages, hours, and conditions of employment expressly resolved by negotiations including but not limited to, the right to fire and layoff employees, to classify, assign, transfer and promote them, and to discipline and discharge them for just cause, and in general to maintain the right to publish reasonable rules and regulations from time to time as it may deem necessary and appropriate for the conduct of its business, and may do so provided only that the same are not inconsistent with the express terms as resolved by negotiations. Once executed, those items resolved by negotiations shall not be renegotiated or reopened with respect to any subject or any term or conditions of employment of the bargaining unit except by the mutual consent of the parties involved. Mutual consent shall be the sole remedy and means of reopening or renegotiating this contract and if mutual consent is not forthcoming, then reopening and renegotiations shall not take place.
3. Each individual full-time teaching contract represents a mutual binding agreement upon both parties and the Education Association shall encourage it's members to maintain professional integrity in honoring their contractual commitments and in complying with the Statutes of the State of Nebraska.

## Health Coverage

### A. Coverage

The coverage shall be equal to the Blue Cross/Blue Shield PPO Plan with single PPO – 80% A & B with 50% C Coverage dental as provided by the carrier and shall be subject to pre-admission certification and \$250 deductible to be paid by the employee.

### B. Carrier

The carrier for the 2005-2006 contract year shall be Blue Cross/Blue Shield.

### C. Provisions of the Agreement

1. Staff members may enroll in the medical insurance program at any time during their employment. Employees enrolling in the insurance program are subject to coverage and waiting periods governed by the insurance company.
2. The District will pay \$931.06 per month for full time teachers with dependents wishing family medical coverage and single PPO – 80% A & B with 50% C dental coverage during 05-06.
3. The District will pay \$330.22 per month for full time teachers with single medical coverage and single PPO – 80% A & B with 50% C dental coverage during 05-06.
4. The District will pay \$58.46 per month for full time teachers taking family dental coverage only.
5. Teachers employed less than full time by the district will receive the same percentage of the above figures as their Full Time Equivalency based on the type of coverage they choose.
6. Payment of insurance premiums as listed above will be for each and every teacher desiring coverage.
7. In the event that spouses are employed by the District as teachers, the District will pay \$989.52 per month for full family medical and family PPO – 80% A & B with 50% C dental coverage.
8. Employees that elect to be excluded from the group health insurance plan will be given cash in-lieu of insurance up to \$2,000 based upon their Full Time Equivalency.

### Life Insurance

The district will pay the premium for \$25,000 of term life insurance on certified teachers while they are employed by the district .5 FTE or greater.

### Experience Allowed into System--Deviation Clause

Up to five years credit shall be given for previous teaching experience in a state accredited school upon initial employment. The Board of Education may, however, grant additional years outside experience for purposes of placement when special needs arise.

The Board of Education may offer \$1,000 hiring bonuses to teachers new to the system for new hires after June 1<sup>st</sup>.

### Salary Schedule Advancement

Horizontal steps on the salary schedule will be granted on work that is at the graduate level. The course work shall be in the teacher's major area, the area of education, or both.

Hours earned in excess of the requirements for the Master's Degree will not count towards placement on salary columns MA+9, MA+18, and MA + 27. In order to advance horizontally on the salary schedule past the MA degree, hours taken must be graduate level courses and must be taken after the Master's Degree is earned.

Transcripts of credits must be in the Office of the Superintendent of Schools by September 1 for verification of where said teacher is at on the schedule. If not presented to the office by this date, the teacher will remain on schedule coordinated with the hours that are on file.

Vertical advancement will be limited to one step each year. Staff members who do not move horizontally will reach a freezing point and remain there until additional credits are earned. At such time sufficient credits are acquired, members will move horizontally to the proper placement plus one step vertically.

### Sick Leave

A teacher shall be granted leave for personal illness, accident, or non-elective surgery resulting in disability in the following manner:

At the beginning of each school year, each full time teacher shall be credited a maximum of twelve (12) days of sick leave. Teachers that are employed less than full time will be credited sick leave proportional to their full time equivalency. Teachers will be entitled to accumulate unused sick leave up to a maximum of forty-five (45) days.

Each day's absence for disability-related reasons in excess of the teacher's accumulated sick leave shall result in the loss of a normal day's pay.

Sick leave for as many as ten (10) days per year may be used for absence required to be with a hospitalized member of the immediate family or for the care of a teacher's child/children. Each day's absence for such reasons in excess of ten (10) days shall result in the loss of a normal day's pay.

Absence for more than half a day shall result in the loss of one day's sick leave entitlement.

Any teacher who is absent for five (5) continuous contract days due to personal illness may be required to certify his or her disability with a physician's statement which shall be filed with the superintendent's office.

#### Long Term Disability

District OR-1 will pay each teacher the amount of LTD premium cost; this amount will then be deducted from the employee's check to pay the LTD premium for Long Term Disability plan that calls for the coverage to include an end of sick leave waiting period and 66 2/3% of the teacher's salary. The salary covered by this policy will include any pay received for co-curricular activities.

#### Professional Leave

Teachers may be granted professional leave during the school year with the approval of the Principal. This type of leave is intended for conventions or conferences that may be within the teacher's responsibility.

#### Personal Leave Policy

When it is necessary for a teacher to be absent for reasons not included in the sick leave provision, application may be made for personal leave. Each full time teacher shall be granted two (2) days, non-cumulative personal leave per year (any reason). Teachers that are employed less than full time will be credited personal leave proportional to their full time equivalency. Such leave shall not be granted during the first ten (10) days of the 185 day school calendar, during the last ten (10) days of the 185 day school calendar, and one day before or after a vacation. All requests should be submitted in writing to the superintendent of schools, at least two full school days in advance, for approval. No more than three (3) requests per date, with a maximum of two (2) per building will be granted except in the case of a circumstance beyond the teacher's control, when the superintendent may approve additional requests. The requests will be approved in the order in which they are received.

In the case of circumstance beyond the teacher's control, the teacher and superintendent will discuss the circumstances and determine whether the absence of the teacher is necessary and/or the two full days notice in advance should be waived.

#### Jury Duty

Teachers who elect to serve on court juries shall receive their full salary less per diem received from the courts.

#### Substitute Days

When it is necessary for an employee to be absent for reasons not included in the provisions of sick leave, personal leave, or professional leave, application may be made for substitute days. A total of not more than two days shall be allowed each employee for leave of absence for personal matters. Such leave shall be subject to administrative approval and be requested, when possible, at least four days in advance. A per diem substitute teacher rate of pay will be deducted for each day of substitute leave taken. Such leave will be approved for full days only.

Every effort will be made to hire a substitute for days taken during this provision. In the event a substitute is not hired, the staff member will not have the per diem rate subtracted from their salary.

This leave is not to be used on days immediately preceding or following a vacation period.

Typical approved requests would include:

1. Absence to judge an art show, speech contest, FFA contest, etc.
2. Participation in a workshop, meeting, etc. in which the teacher receives reimbursement from the group or in which the workshop, etc. is not sponsored by or requested by the District. This does not replace professional leave.
3. Inclement weather that leaves the teacher stranded out of town.

#### Teacher Evaluation Procedure

1. The performance of all teachers will be evaluated in writing. Teachers with fewer than three (3) years in the system will have a minimum of one evaluation per semester. Tenured teachers shall have a minimum of one evaluation per school year.
2. All monitoring or observation of the work performance of a teacher shall be conducted openly.

3. A teacher shall be given a written report of each evaluation session within three (3) school days and will have, within two (2) additional school days, a conference to discuss the report with the evaluator.
4. A teacher will be allowed, upon request, to review the contents of his/her personnel file.
5. Materials relating to a teacher's conduct, service, character or personality will be placed in his/her personnel file after the teacher has had an opportunity to review the material. The teacher will acknowledge that he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that the teacher in no way indicated agreement with the contents thereof.
6. Any complaint regarding a teacher by a parent student or other person will be called to the attention of the teacher before it is used in any manner of evaluation. The teacher will be given an opportunity to respond to such complaint.
7. The teacher evaluation instrument is prepared in triplicate, one copy is provided to the teacher, one copy is retained in the teacher's personnel file, and one copy maintained in the principal's office.

### Grievance

Legal Definition of Grievance—A grievance is an alleged violation, misinterpretation, or misapplication of the terms of the contract or of board policy.

1. Should a grievance arise between the school district and the teachers covered under this contract, such grievance shall be taken up for settlement under the following procedure.
2. Any covered grievant who feels aggrieved must make informal notification of such alleged grievance within 30 calendar days of such incident.
3. The grievant may have a P.R. and R. representative from District OR-1 Education Association assist him/her in efforts to resolve the grievance at all levels of procedure.
4. Step 1 (Informal)

The grievance shall be presented orally by the teacher to the building principal or the teacher's immediate supervisor. (Such presentation may be made in private or in the presence of another person.)

5. Step 2 (Formal)

If a satisfactory adjustment of such grievance shall not thereby be reached within 5 school days thereafter, it may be presented in writing to the building principal or immediate supervisor of the grievant within 5 school days after the informal decision by the principal. The principal will, within 5 school days thereafter, present a decision thereon in writing to the grievant.

6. Step 3 (Formal)

If a satisfactory adjustment of such grievance shall not thereby be reached within 10 school days, it may be presented in writing to the Superintendent of Schools or his designated representative, who will within five (5) school days thereafter present a decision thereon in writing to the grievant. If a satisfactory adjustment is not thereby reached, it may be presented in writing within 5 school days to the Board of Education who will hear the grievance in a formal hearing within 30 days and will present a written decision to the grievant within 5 school days following the hearing.

7. Step 4 (Formal)

If the aggrieved is not satisfied with the final decision of the board, then such grievant may appeal to the court of competent jurisdiction in order to reach settlement of the unresolved dispute.

Definition of Immediate Family

The sick leave policy allows for use of sick days for members of the immediate family that are hospitalized and for bereavement leave. Immediate family is defined as the employee's:

Spouse	children
Parents	parents-in-law
Grandparents	grandparents-in-law
Brothers	brothers-in-law
Sisters	sisters-in-law
Sons-in-law	daughters-in-law
Grandchildren	

Whereas, the foregoing represents the entire agreement of the parties and the same shall be binding thereon for the 2005-2006 school year.

**2005-2006 District OR-1 Salary Schedule**

**EXHIBIT A**

Step	4% x 4% 26,100 Base							
	BA	BA+9	BA+18	BA+27	MA	MA+9	MA+18	MA+27
<b>B</b>	26,100 <b>1.00</b>	27,144 <b>1.04</b>	28,188 <b>1.08</b>	29,232 <b>1.12</b>	30,276 <b>1.16</b>	31,320 <b>1.20</b>	32,364 <b>1.24</b>	33,408 <b>1.28</b>
<b>C</b>	27,144 <b>1.04</b>	28,188 <b>1.08</b>	29,232 <b>1.12</b>	30,276 <b>1.16</b>	31,320 <b>1.20</b>	32,364 <b>1.24</b>	33,408 <b>1.28</b>	34,452 <b>1.32</b>
<b>D</b>	28,188 <b>1.08</b>	29,232 <b>1.12</b>	30,276 <b>1.16</b>	31,320 <b>1.20</b>	32,364 <b>1.24</b>	33,408 <b>1.28</b>	34,452 <b>1.32</b>	35,496 <b>1.36</b>
<b>E</b>	29,232 <b>1.12</b>	30,276 <b>1.16</b>	31,320 <b>1.20</b>	32,364 <b>1.24</b>	33,408 <b>1.28</b>	34,452 <b>1.32</b>	35,496 <b>1.36</b>	36,540 <b>1.40</b>
<b>F</b>	30,276 <b>1.16</b>	31,320 <b>1.20</b>	32,364 <b>1.24</b>	33,408 <b>1.28</b>	34,452 <b>1.32</b>	35,496 <b>1.36</b>	36,540 <b>1.40</b>	37,584 <b>1.44</b>
<b>G</b>		32,364 <b>1.24</b>	33,408 <b>1.28</b>	34,452 <b>1.32</b>	35,496 <b>1.36</b>	36,540 <b>1.40</b>	37,584 <b>1.44</b>	38,628 <b>1.48</b>
<b>H</b>		33,408 <b>1.28</b>	34,452 <b>1.32</b>	35,496 <b>1.36</b>	36,540 <b>1.40</b>	37,584 <b>1.44</b>	38,628 <b>1.48</b>	39,672 <b>1.52</b>
<b>I</b>			35,496 <b>1.36</b>	36,540 <b>1.40</b>	37,584 <b>1.44</b>	38,628 <b>1.48</b>	39,672 <b>1.52</b>	40,716 <b>1.56</b>
<b>J</b>				37,584 <b>1.44</b>	38,628 <b>1.48</b>	39,672 <b>1.52</b>	40,716 <b>1.56</b>	41,760 <b>1.60</b>
<b>K</b>				38,628 <b>1.48</b>	39,672 <b>1.52</b>	40,716 <b>1.56</b>	41,760 <b>1.60</b>	42,804 <b>1.64</b>
<b>L</b>					40,716 <b>1.56</b>	41,760 <b>1.60</b>	42,804 <b>1.64</b>	43,848 <b>1.68</b>
<b>M</b>							43,848 <b>1.68</b>	44,892 <b>1.72</b>

**District OR-1****2005-2006****Extra-Curricular Salaries**

<b><u>SPONSORS</u></b>	<b>% of Base</b>	<b>26,100</b>
Eleventh Grade Sponsor (1 of 2)	0.0150	392
Eleventh Grade Sponsor (2 of 2)	0.0150	392
Twelfth Grade Sponsor	0.0050	131
Twelfth Grade Sponsor	0.0050	131
Class Play/Musical	0.0500	1,305
Class Play Assistant	0.0350	914
One-Act	0.0350	914
Speech	0.0350	914
Concession Sponsor	0.0500	1,305
Student Council	0.0100	261
Yearbook	0.0300	783
Cheerleader	0.0300	783
JrH Quiz Bowl	0.0075	196
HS Quiz Bowl	0.0100	261
Party Group Sponsor (1 of 3)	0.0100	261
Party Group Sponsor (2 of 3)	0.0100	261
Party Group Sponsor (3 of 3)	0.0100	261

**HEAD COACHES**

HS Football	0.1000	2,610
HS Boys Basketball	0.1200	3,132
HS Girls Basketball	0.1200	3,132
HS Wrestling	0.1200	3,132
HS Boys Track	0.0700	1,827
HS Girls Track	0.0700	1,827
HS Volleyball	0.1000	2,610
Cross Country	0.0700	1,827
Boys Golf	0.0700	1,827
Girls Golf	0.0700	1,827

**Assistant HS Coaches**

Assistant HS Football (1 of 2)	0.0700	1,827
Assistant HS Football (2 of 2)	0.0700	1,827
Assistant HS Boys Basketball	0.1000	2,610
Assistant HS Girls Basketball	0.1000	2,610
Assistant HS Wrestling	0.1000	2,610
Assistant HS Track	0.0500	1,305
Assistant HS Volleyball	0.0700	1,827

**Junior High Coaches**

JH Boys Basketball	0.0525	1,370
JH Girls Basketball	0.0525	1,370
JH Wrestling	0.0525	1,370
JH Volleyball	0.0525	1,370
JH Boys Track	0.0400	1,044
JH Girls Track	0.0400	1,044
JH Football	0.0525	1,370

**Junior High Assistant Coaches**

JH Ass't Football	0.0300	783
JH Ass't Boys Basketball	0.0300	783
JH Ass't Girls Basketball	0.0300	783
JH Ass't Volleyball	0.0300	783
JH Ass't Wrestling	0.0300	783

**Other Extra Duties**

Vocal Music	0.0600	1,566
Instrumental Music/summer	0.1000	2,610
FHA Sponsor	0.0350	914
FFA Sponsor+10th Month	0.0600	1,566
Weight Program	0.0600	1,566
Other Unassigned Duties	0.1500	3,915
<b>TOTAL</b>	<b>2.7900</b>	<b>72,819</b>

Extra Duty at school functions (selling tickets, supervision, sponsoring bus, etc.) The rate shall be set at the beginning of school each year and remain for the year.

Mileage will be paid at the rate that is allowed by the IRS for mileage when filing income tax forms. The rate will be set on August 20 of each school year and such rate shall remain the same until the following August. Such mileage shall be paid to staff members using their vehicles to travel between schools on assignment or for attendance on school business.

District OR-1 School District

By Mike Powers

Date 18 JUL 05

President, Board of Education

By Berk Storm  
Teachers Association

Date 7-9-05