

NEGOTIATED AGREEMENT

2009-2010 SCHOOL YEAR

This agreement made this 20th day of July, 2009, by and between the District OR-1 School District and the District OR-1 Education Association.

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

The undersigned have reached an agreement in accordance with the following terms, and conditions:

1. For the school year 2009-2010, 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.
2. It is further agreed that those items resolved by negotiations represent the agreement of 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. The employer expressly reserves 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 its 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 a \$600 deductible. All deductibles paid by the employee will be limited to the amount required for the applicable \$350 deductible plan, i.e., Employee Only Plan up to maximum reimbursement of \$250 and all other plans up to a maximum reimbursement of \$500 when the applicable deductible has been satisfied. The balance of a deductible in excess of those amounts will be reimbursed to the employee by the District with documented evidence of the expenditure, e.g. insurance E.O.B's.

Example: Employees w/ employee only insurance will pay the first \$350 of the deductible and will be reimbursed for amounts above \$350 up to \$600 for a calendar year.

All other plans, participants would pay the first \$700 of the deductible and will be reimbursed the difference between the \$700 and the \$1,200 deductible up to a maximum of \$500 per calendar year.

B. Carrier

The carrier for the 2009-2010 contract years shall be the EHA endorsed Blue Cross/Blue Shield Plan.

C. Provisions of the Agreement

1. The District will pay \$1,255.04 per month for full time teachers with dependent spouse and child/children coverage and single PPO – 80% A & B with 50% C dental coverage 09-10 contract year.
2. The District will pay \$954.92 per month for full time teachers with dependent spouse coverage and single PPO – 80% A & B with 50% C dental coverage 09-10 contract year.
3. The District will pay \$841.25 per month for full time teachers with dependent child/children coverage and single PPO – 80% A & B with 50% C dental coverage 09-10 contract year.
4. The District will pay \$454.72 per month for full time teachers with employee only coverage and single PPO – 80% A & B with 50% C dental coverage 09-10 contract year.
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. In the event that spouses are employed by the District as teachers, the District will pay up to \$1,255.04 per month for one of the full time teachers with required dependent coverage with single PPO – 80% A & B with 50% C dental coverage during the 09-10 contract year. The spouse will be eligible for the cash in-lieu of insurance as defined in No. 7.
7. Employees that elect to be excluded from the group health insurance plan will be given cash in-lieu of insurance up to \$3,000 for the 09-10 contract year 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

All teaching experience 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, with the consensus of the Association leadership; grant additional years outside experience for purposes of placement when special needs arise.

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 area of education.

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

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	

This contract shall be effective as of the beginning of the 2009-2010 contract year and shall continue in effect until the end of the contract year. If a new or substitute contract has not been duly entered into prior to the end of the 2009-2010 school year, the terms of this contract shall continue in full force and effect until such substitute contract is agreed upon through negotiations between the Association and the District.

2009-2010 District OR-1 Salary Schedule EXHIBIT A

Step	BA	BA+9	4% x 4%		Base	MA	MA+9	MA+18	MA+27
			30,100						
1	30,100	31,304	32,508	33,712	34,916	36,120	37,324	38,528	
	1.00	1.04	1.08	1.12	1.16	1.20	1.24	1.28	
2	31,304	32,508	33,712	34,916	36,120	37,324	38,528	39,732	
	1.04	1.08	1.12	1.16	1.20	1.24	1.28	1.32	
3	32,508	33,712	34,916	36,120	37,324	38,528	39,732	40,936	
	1.08	1.12	1.16	1.20	1.24	1.28	1.32	1.36	
4	33,712	34,916	36,120	37,324	38,528	39,732	40,936	42,140	
	1.12	1.16	1.20	1.24	1.28	1.32	1.36	1.40	
5	34,916	36,120	37,324	38,528	39,732	40,936	42,140	43,344	
	1.16	1.20	1.24	1.28	1.32	1.36	1.40	1.44	
6		37,324	38,528	39,732	40,936	42,140	43,344	44,548	
		1.24	1.28	1.32	1.36	1.40	1.44	1.48	
7		38,528	39,732	40,936	42,140	43,344	44,548	45,752	
		1.28	1.32	1.36	1.40	1.44	1.48	1.52	
8			40,936	42,140	43,344	44,548	45,752	46,956	
			1.36	1.40	1.44	1.48	1.52	1.56	
9				43,344	44,548	45,752	46,956	48,160	
				1.44	1.48	1.52	1.56	1.60	
10				44,548	45,752	46,956	48,160	49,364	
				1.48	1.52	1.56	1.60	1.64	
11				45,752	46,956	48,160	49,364	50,568	
				1.52	1.56	1.60	1.64	1.68	
12					48,160	49,364	50,568	51,772	
					1.60	1.64	1.68	1.72	
13							51,772	52,976	
							1.72	1.76	

District OR-1 2009-2010

Extra-Curricular Salaries

<u>SPONSORS</u>	% of Base	30,100
Eleventh Grade Sponsor (1 of 2)	0.0150	452
Eleventh Grade Sponsor (2 of 2)	0.0150	452
Twelfth Grade Sponsor	0.0050	151
Twelfth Grade Sponsor	0.0050	151
Class Play/Musical	0.0500	1,505
Class Play Assistant	0.0350	1,054
One-Act	0.0350	1,054
Speech	0.0350	1,054
Concession Sponsor	0.0500	1,505
Student Council	0.0100	301
Yearbook	0.0300	903
Cheerleader	0.0700	2,107
JrH Quiz Bowl	0.0075	226
HS Quiz Bowl	0.0100	301
Party Group Sponsor (1 of 3)	0.0100	301
Party Group Sponsor (2 of 3)	0.0100	301
Party Group Sponsor (3 of 3)	0.0100	301

HEAD COACHES

HS Football	0.1000	3,010
HS Boys Basketball	0.1200	3,612
HS Girls Basketball	0.1200	3,612
HS Wrestling	0.1200	3,612
HS Boys Track	0.0700	2,107
HS Girls Track	0.0700	2,107
HS Volleyball	0.1000	3,010
Cross Country	0.0700	2,107
Boys Golf	0.0700	2,107
Girls Golf	0.0700	2,107

Assistant HS Coaches

Assistant HS Football (1 of 2)	0.0700	2,107
Assistant HS Football (2 of 2)	0.0700	2,107
Assistant HS Boys Basketball	0.1000	3,010
Assistant HS Girls Basketball	0.1000	3,010
Assistant HS Wrestling	0.1000	3,010
Assistant HS Track	0.0500	1,505
Assistant HS Volleyball	0.0700	2,107

Junior High Coaches

JH Boys Basketball	0.0525	1,580
JH Girls Basketball	0.0525	1,580
JH Wrestling	0.0525	1,580
JH Volleyball	0.0525	1,580
JH Boys Track	0.0400	1,204
JH Girls Track	0.0400	1,204
JH Football	0.0525	1,580

Junior High Assistant Coaches

JH Ass't Football	0.0300	903
JH Ass't Boys Basketball	0.0300	903
JH Ass't Girls Basketball	0.0300	903
JH Ass't Volleyball	0.0300	903
JH Ass't Wrestling	0.0300	903

Other Extra Duties

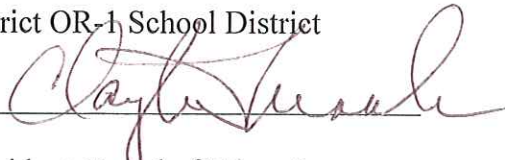
Vocal Music	0.0600	1,806
Instrumental Music/summer	0.1000	3,010
FCCLA Sponsor	0.0350	1,054
FFA Sponsor+10th Month	0.0600	1,806
Weight Program	0.0600	1,806
Other Unassigned Duties	0.1500	4,515
TOTAL	2.8300	85,183

Extra Duty at school functions (selling tickets, supervision, sponsoring bus, etc.) The rate shall be the Federal Minimum Wage.

Mileage will be paid at the rate approved by the State. Mileage will be paid to staff members using their own vehicles for school business and/or between buildings as required by teaching assignment. Claims for mileage must be filed by the end of each quarter.

District OR-1 School District

By



Date

7-20-2009

President, Board of Education

By



Teachers Association

Date

7-20-2009