

2016-17
NEGOTIATED AGREEMENT

BY AND BETWEEN
THE YUTAN EDUCATION ASSOCIATION
AND
THE BOARD OF EDUCATION
YUTAN SCHOOL DISTRICT #9

SAUNDERS COUNTY
STATE OF NEBRASKA

PREAMBLE

This Agreement is made and entered January __, 2016 by and between the Board of Education of the School District of Yutan in the County of Saunders, in the State of Nebraska (the "Board" or "District") and the Yutan Education Association (the "Association") for the 2016-17 school year.

GENERAL PURPOSE

The board and the Association recognize the development of a quality educational program for the children attending the public schools of Yutan is a joint responsibility best achieved by agreement of all parties working toward common goals. The Board and the Association enter into this Agreement with mutual dedication, recognizing the experience, creativity and judgment of all parties are necessary to reach the educational needs of the community. The wages, hours, terms and conditions of employment provided in this Agreement shall remain in effect until changed by written, mutual consent.

ARTICLE I – Recognition

The Board recognizes the Association as the exclusive and sole collective bargaining representative for all teachers employed by the District. Teacher shall mean all certified teaching personnel employed by the District excluding Administrators.

ARTICLE II – Teacher Rights

- A. Nothing contained in this Agreement shall be construed to deny any Teacher those rights provided under Nebraska law or other applicable laws and regulations. Rights granted to Teachers herein shall be deemed to be in addition to those provided elsewhere.
- B. The Board will not discriminate against any Teacher with respect to terms and conditions of employment by reason of membership in the Association and its affiliates, participation in collective negotiations with the Board, or institution of a grievance under the terms of this Agreement.

ARTICLE III – Association Rights

- A. Representatives of the Association and its affiliates shall be allowed to conduct Association business on school property during school hours, providing such business does not cause undue interruption of the school program. Time and place of such business shall be contingent on the approval of the Superintendent of Schools.
- B. The Association shall be allowed the use of the school building for meetings, providing such use does not result in unscheduled maintenance costs. If such costs are incurred, an appropriate fee will be negotiated between the parties to this Agreement.
- C. The Association shall be allowed the use of school equipment including typewriters, duplicating machines, audio-visual equipment, computers and standard office equipment on the premises.

- D. The Association shall be allowed to make reasonable use of the school's communication system including Teacher mailboxes, intercom, Teacher bulletins, and other items, provided such use does not cause unnecessary interruption of the educational program of the school.

ARTICLE IV – Salaries

- A. All Teachers will be placed on the salary schedule covered by this Agreement. Base salary for 2016-17 shall be \$34,595 with a 4X4 index with a Ph.D. column of fourteen steps. The fifteenth step is a 2% step.
- B. Teachers 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, Teachers will move horizontally to the proper placement plus one step vertically.
- C. Transcripts of credits must be in the Office of the Superintendent of Schools by September 1, for verification of placement on the schedule. If transcripts are not received by this date, the Teacher placement on the salary schedule will be determined with the hours on file as of September 1st.
- D. Teachers seeking extra-credits on the salary schedule: As of the beginning of the 2002-03 school year, Teachers seeking extra credits on the salary schedule must take courses in advanced degree programs, with the exception of eighteen (18) credit hours, which have received prior approval from the Superintendent. Upon completion of the advanced degree program, additional extra-credit courses must be approved by the Superintendent. Approval of the Superintendent shall be based upon the instructional value of the courses to the individual.
- E. Beginning with the 2001-02 school year, Teachers hired will receive full credit for years of experience, in K-12 and post-secondary accredited institutions.
- F. Each Teacher employed by the District will receive their appropriate advancement on the salary schedule in accordance with provisions of Article IV in the event this Agreement continues for the following school year.
- G. Secondary Teachers will receive payment for covering an absent Teacher at a rate that will be equal to 1/8 of a substitute Teacher's daily pay for each class period covered. Also, elementary Teachers will be paid 1/8 of a substitute Teacher's daily pay, for every 50 minute interval of accumulated time for covering for an absent Teacher. Each building principal will establish a procedure to record the Teacher time.
- H. Teachers will be paid on or before the 20th day of each month.

ARTICLE V – Fringe Benefits

A. Health & Dental Insurance

The District shall pay the full health insurance premium for Teachers employed at the minimum of .75 FTE. The health insurance to be provided shall be the Educator's Health Alliance PPO \$900 deductible with pre-admission option.

The District shall pay the full dental insurance premium for an individual coverage for Teachers employed at the minimum of .75 FTE. The dental insurance option to be provided shall be the Educator's Health Alliance "PPO - 80% A & B with 50% C coverage - Option 2."

The District shall provide coverage to be determined by the status of the individual Teacher on the basis of one of four tiers:

1. Full Family BluePreferred PPO \$900 deductible & Individual Dental.
 2. Single BluePreferred PPO \$900 deductible & Individual Dental.
 3. Employee Spouse PPO \$900 deductible & Individual Dental.
 4. Employee Children PPO \$900 deductible & Individual Dental.
- ** Married couples teaching in the District will be provided with Family Dental as in the past.

Those Teachers desiring additional health and/or dental insurance coverage shall be allowed to purchase additional coverage at their expense.

B. Alternative 403 Contribution

If a Teacher elects not to take health insurance coverage through the District, and provides the District with proof of other health coverage, the District shall make a contribution on behalf of such Teacher to the Yutan Public Schools 403B Plan. The contribution shall be \$3,600 for those eligible for Family coverage and \$1,500 for Single coverage. The Yutan Public Schools 403B Plan shall provide investment options mutually agreed upon by the school and the Association.

C. Long Term Disability

The District shall maintain and pay the full premium for Group Long Term Disability Coverage for all full-time active Teachers. The Long Term Disability Policy shall provide a benefit of 66 2/3% of base pay only and have an elimination period of 30 consecutive days. Any change to the insurance carrier providing such coverage must be to a new carrier of the same quality as established in industry ratings by Moody's, Standard & Poors, or a similarly published agency.

D. 125 Program

The District will make available a "Section 125" program to allow Teachers to utilize pre-tax dollars to the extent allowed under the Internal Revenue Code for any benefits offered under this Agreement. Teacher involvement and contribution is optional.

ARTICLE VI – Terms of Employment

- A. Teachers' normal workday is 7:50 AM to 3:50 PM for 185 days, which includes five (5) Teacher work days.
- B. If school is cancelled for any reason, including weather, facility problems, security issues etcetera:
 - 1. The first cancelled day shall not be required to be made up by the Teachers.
 - 2. If school is cancelled for 2 or 3 days during the school year, each Teacher will be charged for the second and third day against the "Make-up Activity Hours" described below.
 - 3. If school is cancelled for more than 3 days, additional school days will be added on dates that have been designated on the calendar at the start of the year.
- C. During the school year, each Teacher shall be required to perform at least 16 hours of Make-up Activity hours. At least 8 of such hours must be from Tiers 2 & 3 below. It is understood that Make-up Activity Hours are not granted for time during the normal workday, Elementary School meet your teacher night, Elementary School concerts, activities that are a direct extension of classroom duties, or efforts for which that Teacher is already receiving Extra Duty pay.
 - 1. Tier 1 hours: Elementary Homework Help Hours; Academic Study Hall and Saturday School. Saturday School Hours are given double credit of 2 hours for each one worked.
 - 2. Tier 2 hours: Gate/ticket taking at extracurricular activities, and additional supervisory help at activities when requested by the administrators.
 - 3. Tier 3 hours: Scoreboard/clock (volleyball, softball, football, baseball, basketball, wrestling), Bookkeeper (volleyball, softball, baseball, basketball wrestling), Announcing (football, softball, basketball, track, baseball), Volleyball lines, Track/cross country computer, Track official (clerk of start/finish, head official of individual field events, timers, pickers)
- D. Cancelled school days shall be offset against each Teacher's Make-up Activity Hours first at the Tier 1 level, then as needed against the Tier 2 level and finally the Tier 3 level as needed.
- E. All Make-Up Activity Hours which are not needed to offset against cancelled school hours shall be with the June payroll at the rate of \$10/hour for Tier 1, \$12/hour for Tier 2 and \$15/hour for Tier 3.
- F. If a Teacher has not completed the minimum Make-up Activity Hours as needed to offset any cancelled school days, the deficit hours shall first be used to reduce any available personal leave time, and any remaining deficit shall be docked from that Teacher's paycheck in June. Exceptions to this may be granted by the administration only for extreme circumstances (i.e. long-term disability for serious illness).

ARTICLE VII – Leaves

- A. Sick Leave – ten (10) days per year, to be used for Teacher, child, spouse, or parents. Sick days may be accumulated to 45 days plus current year's allowance with the number of days over 45-day accumulation being paid \$40 per day at the end of the school year. Teachers hired prior to 2005-06 school year, that are currently over 45-day limit can keep their days to use as follows:
1. For each 5 days of built-up leave, a personal day can be awarded. Only full increments of 5 days will be considered.
 2. May be kept until retirement or leaving the District – compensation of \$40 per day will occur at this time.
 3. May be paid \$40 per day at the end of a school year per Teacher's request.
- B. Personal Leave – Two (2) days of personal leave per year, to be used at the Teacher's discretion. A third (3) day will be granted if the Teacher reimburses the District for a substitute Teacher's daily pay. The Teacher is encouraged to contact the administration 48 hours in advance for the personal day. Using personal leave the day before or after a holiday is discouraged. The exception would be if a suitable substitute were available. Personal days can be accumulated to 4 days total and a Teacher will be paid ½ sub pay for unused days.
- C. Bereavement Leave – Bereavement leave up to two (2) days will be allowed per year. Additional bereavement leave days can be used from sick leave.
- D. Professional Days – Administration Discretion.

ARTICLE VIII – Extra Duty

- A. Pay for extra duties will be in accordance with the Extra Duty Schedule attached to this Agreement. The listed percentage is of the Step One Base Teacher Pay.
- B. Teacher duties are subject to Board Policy.
- C. Pay for extra duties on the attached schedule shall be increased by a "Longevity Amount" for prior years of experience. For positions paying 3% or more, the Longevity Amount will be \$50.00 per year of experience at Yutan Public Schools, with a maximum of ten years of experience counted (\$500.00 additional/year). For positions paying less than 3%, the Longevity Amount will be \$25.00 per year of experience at Yutan Public Schools, with a maximum of ten years of experience counted (\$250.00 additional/year).
1. Experience is determined by uninterrupted years of sponsoring the activity, with the Longevity Amount being added to the extra duty pay beginning with the second year. Ex: An individual acting as head football coach for the first time for the 2013 season will receive an additional \$50.00 for the 2014 season.
 2. If the activity position change is upward, the years of experience calculation starts over. Ex: Assistant football coach moving to head football coach will not receive a Longevity Amount for the first year as head coach.
 3. If the activity position change is downwards, the Longevity Amount continues. Ex: Head track coach accepts an assistant role.

ARTICLE IX – Document Authorization

In witness whereof the parties hereto caused this contract to be signed by their respective presidents, attested by their chief negotiators, and their signatures to be placed hereon.

Yutan Education Association

By _____
President

by _____
Chief Negotiator

Yutan Board of Education

By _____
President

by _____
Chief Negotiator

**YUTAN PUBLIC SCHOOL SALARY SCHEDULE
2016-2017**

SAT Leader	3%	Athletic Director	16%
Speech	7%	Elementary Student Council	3%
Yearbook & Paper	8%	Instrumental Music	8%
Junior Class	3%	Summer Instrumental Music	5%
Senior Class	2%	Vocal Music	7%
Sophomore Class	1%	Head Spirit	7%
Student Council	4%	Assistant Spirit	5%
National Honor Society	3%	Quiz Bowl	1%
FBLA	3%	Musical	6%
All School Play	4%		
One Act Play	5%		
One Act Asst	3%		

HEAD COACHING

Head Baseball	12%
Head Football	12%
Head Boys Basketball	12%
Head Girls Basketball	12%
Head Boys Track	12%
Head Girls Track	12%
Head Softball	12%
Head Volleyball	12%
Head CC Boys/Girls	12/9%
(CC-12% both Boys & Girls, 9% if less than 8 participants)	
Head Wrestling VR	12%

ASSISTANT COACHING

Assistant Baseball	8%
Assistant Football	8%
Assistant Football	8%
Assistant Softball	8%
Assistant Boys Basketball	8%
Assistant Girls Basketball	8%
Assistant CC (15+ team)	4%
Assistant Volleyball	8%
Assistant Boys Track	8%
Assistant Girls Track	8%
Assistant Wrestling	8%
C-Team Boys Basketball	4%
Asst/C-Team Baseball	4%
C-Team Girls Basketball	4%
C-Team Volleyball	4%
C-Team Softball	4%
C-Team Football	4%

JUNIOR HIGH COACHING

Junior High Football	6%
Junior High Volleyball	6%
Junior High Girls Basketball	6%
Junior High Boys Basketball	6%
Head Junior High Track	6%
Head Junior High Wrestling	6%

ASSISTANT JUNIOR HIGH COACHING

Assistant JH Girls Basketball	4%
Assistant JH Boys Basketball	4%
Assistant JH Track	4%
Assistant JH Football	4%
Assistant JH Volleyball	4%
Assistant JH Wrestling	4%