



2019 - 2020

Negotiated Agreement

Humboldt Table Rock Steinauer #70

810 Central Avenue

Humboldt, Nebraska 68376

AGREEMENT AS A RESULT OF NEGOTIATIONS BETWEEN THE
BOARD OF EDUCATION AND THE HUMBOLDT TABLE ROCK STEINAUER
EDUCATION ASSOCIATION: SCHOOL YEARS 2019-2020

We the Board of Education (Board) and the Humboldt Table Rock Steinauer Education Association (HTRSEA) do hereby agree to the following as a result of the negotiation process conducted during the months of November and December 2018.

This Agreement shall become effective on or about the 1st day of September, 2019, and shall terminate on or about August 31, 2020, for pay purposes, unless both parties are engaged in negotiating a new agreement to supersede this agreement, in which case the terms of the agreement shall be extended until such time as a new agreement shall go into force or be superseded by other terms of employment.

AGREEMENT TERMS

1. Salary Schedule. A salary schedule based upon a base salary of \$36,350 shall be in effect for the 2019-20 school year. Teachers may move horizontally and vertically on the schedule. The accompanying salary schedule shall be based upon a maximum of fifteen (15) steps and eight (8) classes with 4% increments vertically and 4% horizontally. Cindy Stalder shall be placed on the salary schedule at Column 5 (Masters + 0) for purposes of determining their pay pursuant to the terms of this Agreement.

- A. Contracted teaching days will be utilized: 185. Staff will be notified of calendar changes.
- B. Staff will notify administration of intent to enroll in classes and intent to advance on the salary schedule before April 15th of each year for advancement for the following year. Verification of completed hours need to be turned into the superintendent's office immediately after completion. There are paper copies available in the forms wall pockets in the superintendent's office and you can print a form on GoogleDocs called Salary Advancement.

2. Health and Dental Insurance. The Board will pay the full amount for single and/or dependent premium for the Nebraska Educator's Health Alliance insurance plan. For the 2019-20 school year teachers will be at the \$1900 deductible level. Teachers employed less than full-time shall receive insurance benefits at the same percentage as their Full Time Equivalent (F.T.E.).

Single Dental PPO-100% A, 75% B, 50% C Coverage – Option 2 will be paid by the district, with additional family dental premiums being paid by the employee. In the event that both husband and wife are employed as teachers in the district family dental premiums will be paid under family coverage.

3. Accumulated Sick Leave for Retirement. Teachers retiring from the School system shall be paid for accumulated sick leave at a rate of \$25.00 per day for a maximum of

sixty (60) days. The teacher must have been a member of the staff for a minimum of eight (8) years and retire from the system directly to social security and/or teacher retirement.

4. Length of School Day. Teachers will report for school no later than 15 minutes before the beginning of the school day for students and leave no earlier than 30 minutes after the end of the school day for students. Exceptions can be made by administration.

5. Teacher Leave Policy.

Deductions From Salary for Paid and Unpaid Leave. Deductions from salary for absences when the employee has accrued paid leave will be taken on one-quarter (1/4) day increments. The employee's paid leave will be substituted in place of the deducted salary, or if the amount of accrued leave is insufficient to replace the deducted salary, then the remaining leave amount will be substituted until exhausted. Leave in the equivalent of 1 or 2 hours would equal ¼ day, 3 or 4 hours would equal ½ day, 5 or 6 hours would equal ¾ day and 7 or 8 hours would equal a full day. In the event the employee has no accrued paid leave, deductions from salary for absences will be made on a full-day basis as permitted by law.

A. Personal Leave. Each teacher shall be allowed three (3) personal leave days per year without a pay deduction and without giving any reason.

If any additional days of personal leave are requested during the school year, no reason need be given, but a pay deduction shall be made equal to 1/185th of the individual teacher's base salary.

It is recommended that personal days should not be used one day before or one day after to extend a holiday or vacation.

B. Sick Leave. Each full-time certified employee is entitled to ten (10) days of sick leave per year without loss of pay, cumulative up to and including sixty (60) days. (For the beginning of a new school year, no additional days will be added until the beginning of the subsequent school year. Only the number of days actually used during the current year will be added back to bring the total to sixty (60) days at the beginning of the subsequent year.) Absence for the employee's own illness, disability or quarantine, shall be charged against sick leave. Essential treatments, examinations for diagnostic purposes, and other absences definitely related to an employee's health, shall be allowed as sick leave when such treatments or examinations must be made during school time. Each certified employee working less than full-time will receive the above benefits multiplied by the F.T.E. (of their work day).

C. Payment for Leave. A teacher can carry over a maximum of 10 sick days and no personal days. Teachers will be reimbursed at \$100 per day to a maximum of \$500

for any combination of unused sick and personal leave not to exceed 5 days. The combination of sick and personal days must be taken from the current year not from cumulative leave. Teachers are required to inform the business manager of their intent for reimbursement by June 1 of each year. The amount is payable in July.

D. Illness in the Family. Sick leave may be used for illness of immediate family (husband, wife, son, daughter, father, mother, brother or sister of the employee, or any relative living in the immediate household of the employee).

E. Pregnancy. Pregnancy of an employee shall be considered an illness or temporary disability and shall be subject to the provisions of sick leave.

F. Bereavement Leave. Each full-time certified employee will be allowed up to ten (10) days without loss of pay for bereavement. Any day used for bereavement will come out of an employee's total sick leave days. If the employee has insufficient sick leave, the bereavement leave is not paid leave and will be treated as a fourth or subsequent personal leave day. Employee may use unused personal days for bereavement. Bereavement leave is requested either in person or by telephone to the Superintendent or his/her designee.

G. Extended Leave of Absence. Any certified employee will be granted an extended leave of absence according to FMLA. The Board may grant additional leave of absence for a period consisting of a semester, a full school year, or any remaining portion thereof.

H. Health Insurance. If a teacher is granted an extended leave of absence during the school year, the benefits on health insurance premiums shall continue the length of the contract period.

I. Reinstatement After Extended Leave of Absence. An employee who has requested and received an extended leave of absence any time during the contract year shall be reinstated at the beginning of the next semester or contract year (as the Board shall determine in granting said leave). However, in order to be reinstated at the beginning of the next or ensuing contract year, the employee must elect to do so by signing a contract for the next or ensuing contract year when they are offered to the instructional staff.

J. Tenure After Leave. If an employee is tenured when the employee's authorized leave begins, he/she will be reinstated with tenure.

K. Advancement During Leave. If college credits are earned during an authorized leave, the employee will advance to the appropriate horizontal schedule when he/she is reinstated.

L. Precedent. If any terms of this leave policy are contrary to law, the law will prevail.

M. Long Term Disability. All certified staff will receive long term disability insurance according to their FTE% and the premium will be deducted from his/her paycheck.

N. Short Term Disability. All certified staff will receive short term disability insurance according to their FTE% and the premium will be paid by the district.

6. Professional Leave. When approved by the administration, teachers will be granted paid professional leave to attend in-service activities on a regional, state or national level designed to improve the instructors' teaching abilities or knowledge of topics which may be applied to the classroom. Actual expenses will be paid by the school district. Personnel will submit their request for professional leave in writing to the Superintendent. Notice should be at least one (1) week in advance of the actual leave.

This leave does not include the meetings of the HTRSEA that the officers have to attend.

7. Employment Hiring Incentive. The Board may offer an employment incentive to newly hired teachers. When offered, the minimum amount to be offered is \$500 and the maximum \$2,000. The employment incentive is available to only newly hired certificated staff and any compensation over \$500 must be recommended by the Superintendent of Schools. Newly hired certificated staff whose FTE is less than 1.0 shall have this incentive pro-rated accordingly.

The bonus shall not be payable unless the new employee is employed by the School District at the time it is payable and shall be forfeited and repaid to the School District by the new employee in the event the new employee fails to remain employed for three full years for any reason other than the new employee's death, and the amount of the bonus may in such case be set off from the new employee's final pay.

8. Grievance Procedure:

A. Purpose. The purpose of this grievance procedure is to provide a method for expedient and equitable determination of every question or violation or noncompliance with any of the policies, rules, regulations, or professional negotiation/agreements of the School District, this preventing the protracted continuation of misunderstandings which may arise from time to time concerning such questions. The purpose of the complaint procedure is to provide a method for prompt and full discussion, and consideration of matters of personal irritation and concern of an educator with some aspect of employment.

B. Definitions.

1. Grievance-any alleged violation, misinterpretation or inequitable application of any existing policies, negotiated agreements, rules or regulation duly promulgated by the Board of the School District which results in any injury to any educator.

2. Complaint- any matter of dissatisfaction of an educator with any aspect of his/her employment which does not involve any grievance as above defined. It may be processed through the application of the first three steps of the grievance procedure.

3. Grievant- person or persons who are aggrieved by the alleged grievance.

4. Respondent- any person or body which might be required to take action, or against who action might be taken, in order to resolve the claim.

5. Days- calendar days except weekends and school holidays. It is understood that during the summer months any change in the grievance procedure shall be by mutual agreement of parties of interest.

C. It is recognized that the Board and HTRSEA have an equal and mutual interest in the success and the promptness of settling grievances and complaints as both parties are avowed to the stated purposes that this procedure is to secure, at the lowest possible level, equitable solutions to grievances and complaints against either the Board, its agents or member or the HTRSEA, its agents or members. Therefore it is stipulated and agreed by and between the parties that both parties will be bound by the following rules, to-wit:

1. Both parties will accomplish the procedures by the maximum specified date in this agreement.
2. Both parties will withhold publicity until a joint release is issued by the parties as is customary in collective bargaining negotiations.
3. No meetings will be set during school hours among the parties except by mutual consent.
4. All parties agree to work for the welfare of the school system and strive to maintain good morale and courtesy among the parties.
5. Both parties further agree to maintain the confidentiality of information regarding a grievance case.
6. Both parties agree to exert no pressure on administrative personnel.
7. Each party stipulates it will not advocate the violation of any law.

D. Procedures-Level I (Informal)

1. If an educator feels that he/she has a grievance, he/she should first discuss the matter with his/her department chairman, principal or supervisor to whom he/she is directly responsible in an effort to resolve the grievance.
2. The grievant may have a local representative from the HTRSEA's Executive Committee assist him/her in efforts to resolve the grievance informally with the principal or other appropriate administrator or supervisor.

E. Procedures- Level II (Formal)

Step One

1. If a grievant is not satisfied with the disposition of his/her grievance, or if no decision has been rendered after five (5) days through the informal procedure, he/she may submit his/her claim as a formal grievance, in writing, to his/her appropriate principal and retain a carbon copy of the said grievance for himself/herself.
2. The principal within three (3) days, render a decision and the reason thereof in writing to the aggrieved person, with a copy of the HTRSEA's Executive committee representative for the HTRSEA's files.
3. An educator who is not directly responsible to a building principal may submit his/her formal grievance to the administrator to who he/she directly responsible. Said administrator shall carry out the aforementioned responsibilities.

Step Two

1. If the grievant is not satisfied with the disposition of his/her grievance at Step One, or if no decision has been rendered within three (3) days after the presentation of the grievance in writing, he/she may file the written grievance with the HTRSEA's Executive committee within three (3) days after the decision at Step One, or six (6) days after the grievance was presented, whichever is sooner.
2. Within five (5) days after receiving the written grievance, the HTRSEA's Executive committee shall provide an opportunity for the grievant to meet with the HTRSEA's Executive committee for the purpose of reviewing the grievance, and the HTRSEA's Executive committee shall give to the grievant a written opinion regarding the merits of the case.
3. If the local HTRSEA's Executive committee determines the claim is not meritorious, the grievant may appeal his/her grievance to the state P.R&R

commission. It is recommended that this appeal be made through the local association president.

Step Three

1. Within three (3) days after receiving the P.R. &R committee opinion, or within eight (8) days after the grievance was filed with the P.R. &R. committee, whichever is sooner, the grievant may file a written appeal with the HTRSEA's Executive Committee for an HTRSEA hearing by the Superintendent. Within two (2) days of its receipt, the HTRSEA Executive committee, through its chairman, shall submit such appeal to the Superintendent.
2. The Superintendent, or the authorized representative, shall act for the administration at Step Three of the grievance procedure. Within ten (10) days after receipt of the written appeal for the hearing by the Superintendent, the Superintendent shall meet with the grievant and with representatives of the HTRSEA's Executive committee for the purpose of resolving the grievance. The Superintendent shall, within three (3) days of the hearing, render a decision and reasons thereof, in writing, to the grievant with a copy to the HTRSEA's Executive committee.

Step Four

1. If the grievant is not satisfied with the disposition of his/her grievance at Step Three, or if no decision has been rendered within three (3) days after he/she first met with the Superintendent, he/she may file the grievance again with the HTRSEA's Executive Committee within three (3) days after the decision by the Superintendent, whichever is sooner.
2. Within three (3) days after receiving such further appeal, the HTRSEA's Executive Committee, through its chairman, shall refer the grievance to the Board.
3. Within twenty five (25) days after receiving the written appeal, the Board or a committee thereof, shall meet the grievant and with the representatives of the HTRSEA's Executive committee for the purpose of resolving the grievance. The decision of the Board shall be rendered in writing within five (5) days.

F. Rights of Educators to Representation. Any party in interest may be represented at all states of the grievance procedure by himself/herself or by a representative of his/her own choosing. When an educator is not represented by the HTRSEA, the HTRSEA shall have the right to present and to state its views at all stages of the grievance procedure.

G. Group Grievances. In order to prevent the filing of a multiplicity of grievances on the same question of interpretation or compliance where the grievance

covers a question common to a number of educators, it shall be processed as a single grievance commencing with the party having a jurisdictional authority thereof. Any group grievance shall set forth thereon the names of the individual grievants or the group, and the title and specific assignments of the persons covered by the group grievance. Group grievances shall be signed by a principal officer of staff representative of the HTRSEA.

H. Resolution. If the grievance of complaint is not processed within the time limit at any step of the grievance or complaint procedure, it shall be considered to have been resolved by the previous disposition. Any time limit in the procedure may be extended by mutual consent.

I. Procedural Rules.

1. Decisions rendered at Level II, Step One, Two, Three and Four of the grievance procedure will be in writing setting forth the decision and the reasons thereof and will be transmitted promptly to all parties in interest and to the chairman of the HTRSEA's Executive committee.
2. If the written grievance is not filed within thirty (30) calendar days after the educator knew, or should have known, of the act or condition on which the grievance is based then the grievance shall be waived.
3. A grievance or complaint may be withdrawn at any level without prejudice or record.
4. No reprisals of any kind shall be taken by the Board or by any member of the administration or by the HTRSEA or its individual members against any party or interest or any other participant in the grievance complaint procedure by reason of such participation.
5. The processing of all grievance and complaint documents, communications, and records shall be filed separately from the personnel files of the participants.
6. A representative of the HTRSEA's Executive committee may be present at the final disposition of a grievance of an individual who did not request the help of the HTRSEA.

8. Issuing of Teacher Contracts. Each teacher shall be given the opportunity to improve in the areas where unsatisfactory performance is stated. Teacher contracts are to be acted upon at the March meeting of the Board with contracts to be distributed to teachers as soon after the meeting as possible. All teachers granted contracts shall not be required to return the signed contract prior to April 15 or the first Monday following April 15 if that date falls on a weekend. Any teacher requesting a release from contract shall submit the

request in writing to the Superintendent, who in turn shall submit it to the Board for action. Each request of release from contract shall be judged on the merits of the request.

9. Jury Duty. Teachers who are summoned to jury duty shall receive their daily salary minus any daily salary for jury duty. If meal money or mileage is paid to the teacher for jury duty, this shall not be deducted from the daily teaching salary.

10. Mileage. Mileage outside the district shall be paid (IRS allowable rate) with the Administration's approval, to a staff member if a school vehicle is not available.

11. Extra-Curricular Duties. Extra-curricular salaries will be paid on a percentage of the base salary for the applicable school year as listed in the Extra Duty Payment Schedule.

If no assistant coach is hired for varsity football or boys or girls basketball, the head coach will receive an additional three (3) percent of the base salary.

A sum of two (2) percent of base salary shall be set aside annually to pay individuals for sponsorships of bus trips for athletics.

Coaching experience is relevant towards years of experience at that level of coaching only. Example: JH to JH, HS to HS, not JH to HS or HS to JH and is sport specific. Staff members will be placed at the relevant column based on years of experience from other districts as well as HTRS.

12. Substitute Pay. For each planning period a teacher substitutes upon request by the Administration to cover another teacher's class they will be paid at a rate of 1/8 of the daily substitute pay per class period. This will be paid in December and July payrolls.

Humboldt Table Rock Steinauer #70

Extra Duty Payment Schedule

2019-2020 Base = \$ 36,350

Position	1-2 years % of Base	3-4 years	5-6 years	7+ years	
Athletic/Activities Director	14	14.5	15	15.5	
High School Head Coach					
Football	12	12.5	13	13.5	
Boys Basketball	14	14.5	15	15.5	
Girls Basketball	14	14.5	15	15.5	
Wrestling	12	12.5	13	13.5	
Volleyball	14	14.5	15	15.5	
Boys & Girls Track	12	12.5	13	13.5	1 363.50
Boys Golf	8	8.5	9	9.5	1.5 545.25
Girls Golf	8	8.5	9	9.5	2 727.00
Assistant Coach					
Football	9	9.5	10	10.5	2.5 908.75
Boys Basketball	11	11.5	12	12.5	3 1,090.50
Girls Basketball	11	11.5	12	12.5	3.5 1,272.25
Wrestling	9	9.5	10	10.5	4 1,454.00
Volleyball	11	11.5	12	12.5	4.5 1,635.75
Boys & Girls Track	9	9.5	10	10.5	5 1,817.50
Golf	5	5.5	6	6.5	5.5 1,999.25
Head Jr High Coach					
Football	5	5.5	6	6.5	6 2,181.00
Boys Basketball	5	5.5	6	6.5	6.5 2,362.75
Girls Basketball	5	5.5	6	6.5	7 2,544.50
Wrestling	5	5.5	6	6.5	7.5 2,726.25
Volleyball	5	5.5	6	6.5	8 2,908.00
Boys & Girls Track	5	5.5	6	6.5	8.5 3,089.75
Assistant Jr High Coach					
Football	3	3.5	4	4.5	9 3,271.50
Boys Basketball	3	3.5	4	4.5	9.5 3,453.25
Girls Basketball	3	3.5	4	4.5	10 3,635.00
Volleyball	3	3.5	4	4.5	10.5 3,816.75
Track	3	3.5	4	4.5	11 3,998.50
					11.5 4,180.25
					12 4,362.00
					12.5 4,543.75
					13 4,725.50
					13.5 4,907.25
					14 5,089.00
					14.5 5,270.75
					15 5,452.50
					15.5 5,634.25

Music

Jazz Band	8	8.5	9	9.5
Swing Choir	8	8.5	9	9.5
Summer Band	6	6.5	7	7.5
7-8 Music Contest/ Musical	3	3.5	4	4.5
Elementary Music	3	3.5	4	4.5
Pep Band/Marching Band	6	6.5	7	7.5

Sponsors

FFA Sponsor	6	6.5	7	7.5
Jr High Cheerleader	2	2.5	3	3.5
High School Cheerleader	5	5.5	6	6.5
Annual Advisor	4	4.5	5	5.5
Speech & Declamatory	5	5.5	6	6.5
Assistant Speech	2	2.5	3	3.5
HS School Play / Musical	2	2.5	3	3.5
One-Act Play	5	5.5	6	6.5
Assistant One-Act Play	2	2.5	3	3.5
Senior Class	2	2	2	2
Junior Class	2	2	2	2
Sophomore Class	1	1	1	1
Freshman Class	1	1	1	1
Student Council	1	1	1	1
Senior High Quiz Bowl	3	3	3	3
Junior High Quiz Bowl	1	1	1	1
Academic Decathalon	1	1	1	1
Senior High Robotics	2	2.5	3	3.5
Junior High Robotics	1	1.5	2	2.5
Summer Weights	9	9.5	10	10.5
Mock Trial	2	2.5	3	3.5
Leadership	1	1	1	1
Power Lifting	3	3.5	4	4.5
National Honor Society	1	1.5	2	2.5
Science Club	2	2	2	2
Rtl	1	1	1	1
Newsletter	1	1	1	1
School Improvement	2% the year before, during and year after the external team visit			

**MS head & assistant coaches that do not give up their plan period to coach will be paid 1% less than the above amount.

BOARD OF EDUCATION

HTRSEA

Date Signed Dec 10, 2018



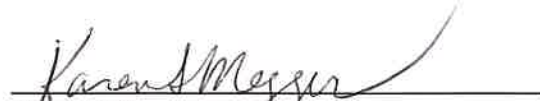
PRESIDENT



PRESIDENT



VICE PRESIDENT



SECRETARY



MEMBER



TREASURER




MEMBER



MEMBER



MEMBER



MEMBER



MEMBER



MEMBER

MEMBER