

**Scottsbluff Public Schools – Scottsbluff Schools Classified Association
2024-20252026-2027 and 2025-20262027-2028 Negotiated Agreement**

THIS AGREEMENT IS MADE AND ENTERED INTO effective September 1, ~~2024~~2026, by and between the Board of Education of the Scotts Bluff County School District 79-0032 a/k/a Scottsbluff Public School District (hereinafter referred to as the "Board" or "District" or "School District" as the context may require) and the Scottsbluff Schools Classified Association (hereinafter referred to as "Classified Association" or "Association").

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A. **Scope of Agreement:** The following shall be the Negotiated Agreement between the Classified Association, certified by the Nebraska Commission of Industrial Relations (CIR) and the Board of Education. -This Agreement sets forth the terms and conditions of employment with regard to wages and benefits and the grievance procedure for the Para-Professionals, Clerical Staff, and Custodial and Maintenance employees of the School District for the ~~2024-2025~~2026-2027 and ~~2025-2026~~2027-2028 school fiscal and contract years. -Excluded from this Agreement are the positions listed in the Salaried Compensation Procedures document.

B. **At-Will Employment, Assignment and Work Days:** Para-Professionals, Clerical, and Custodial and Maintenance staff shall be employed on an "at-will" basis and compensated for hours worked according to each individual assignment by his/her immediate supervisor. -Para-Professionals, Clerical, and Custodial and Maintenance staff shall only be on duty and compensated on school days when students are present unless otherwise assigned by his/her immediate supervisor.

C. **Compensation:**

Para-Professional

1. **Hourly Rate Pay Scales:** Para-Professionals are non-exempt hourly "at-will" employees and shall be compensated on the basis of the Para-Professional Hourly Pay Rate Scale plus supplemental hourly rate stipends set forth below.

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a. **Para-Professional Hourly Rate Pay Scale:** The Para-Professional Hourly Rate Pay Scale shall be established for each Para-Professional Group identified as follows:

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Group No.	Para-Professional Positions in Group
Group I	After-School Para, Instructional Paras (Title, SPED Resource, EL and Translators, General, Reading Intervention, Speech, TeleTherapy Para), Preschool, Preschool SPED, and Media
Group II	SPED-Emotional, Significant Disabilities Para**, Transitional Learning Center**, One-on-One and Visual, Sign Language Interpreter, Health Office Aides***, Secure Entrance Monitor, and Behavior & Mental Health 1

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Group III	Communication Assistant, In School Suspension Supervisor*, Home Visitor, After School Site Director, PAWS Program Paras**, Interpreters, Job Coach HS Behavior Program, REPS**, Paws Transitional Program (PTP)**, Program Supervisor for After School Program*, Accompanist, Campus Security****, <u>and Behavior & Mental Health 2</u>
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The hourly wage rate for each Para-Professional Group for the ~~2024-2025~~2026-2027 and ~~2025-2026~~2027-2028 school and contract years shall be as follows:

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Group I		Group II		Group III	
24-25 <u>26-27</u>	25-26 <u>27-28</u>	24-25 <u>26-27</u>	25-26 <u>27-28</u>	24-25 <u>26-27</u>	25-26 <u>27-28</u>
14.51	15.42	15.00	15.84	15.19	15.96
18.34	19.27	18.34	19.27	18.74	19.79

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*Due to the supervisory responsibilities of the In School Suspension Supervisor, such position shall be paid an additional hourly stipend of ninety cents (90¢) per hour.

**PAWS, REPS, ~~and~~ PTP, Significant Disabilities, and Transitional Learning Center paras shall be paid an additional twenty cents (20¢) per hour.

***Health Office Aides shall be paid an additional one dollar (\$1.00) per hour.

****Campus Security shall be paid an additional two dollars (\$2.00) per hour.

2. **Work Day Assignment:** All Para-Professionals shall be assigned to three (3) work days during each contract year on dates and at times to be determined by the School District.

3. **Snow Day:** In the event of a snow day or closure due to extenuating circumstances, staff may be assigned a corresponding work day on a date and time to be determined by the School District up to a maximum of two (2) days a contract year.

Custodial and Maintenance Staff

1. **Hourly Rate Pay Scale:** Custodial and Maintenance Staff are non-exempt hourly “at-will” employees and shall be compensated on the basis of the Custodial and Maintenance Staff Hourly Rate Pay Scale plus supplemental hourly rate stipends set forth below.

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a. **Custodial and Maintenance Staff Hourly Rate Pay Scale:** The Custodial and Maintenance Staff Hourly Rate Pay Scale wage shall be established for each Custodial and Maintenance Staff Group identified as follows:

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Group No.	Custodial and Maintenance Staff Positions in Group
Group I	Part-Time Night Custodians Middle School/High School, Part-Time Elementary Support Custodian, and Part-Time Facility Support
Group II	Elementary Assistant Custodian, Middle School Assistant Custodian, High School Assistant Custodian, Custodian – Special, and Maintenance/Logistics, <u>and Grounds and Maintenance (District)</u>
Group IV<u>III</u>	<u>Elementary Head Custodian</u> , Carpenter/Construction, Trained Non-Licensed Maintenance (Electrician, Plumber), and Central <u>Receiving Logistics/Warehouse 1</u>

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Group No.	Custodial and Maintenance Staff Positions in Group
Group VIV	Middle School Head Custodian, High School Head Custodian, Preventative Maintenance, and Licensed Electrician*, Plumber* and , HVAC, and Logistics/Warehouse 2

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The hourly wage rate for each Custodial and Maintenance Staff Group for the ~~2024-2025~~2026-2027 and ~~2025-2026~~2027-2028 school and contract years shall be as follows:

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Group I		Group II		Group IVIII		Group Group-VIV	
24-2526- 27	25-2627- 28	24-2526- 27	25-2627- 28	24-2526- 27	25-2627- 28	24-2526- 27	25-2627- 28
14.4815.4	15.0015.8	20.0022.1	20.4422.7	22.3123.4	22.8024.0	28.4629.9	29.0930.7
<u>2</u>	<u>4</u>	<u>1</u>	<u>1</u>	<u>5</u>	<u>9</u>	<u>1</u>	<u>2</u>

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*Licensed Electrician and Licensed Plumber will be paid an additional two dollars (\$2.00) per hour.

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Clerical Staff

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1. Hourly Rate Pay Scale: Clerical Staff are non-exempt hourly “at-will” employees and shall be compensated on the basis of the Clerical Hourly Rate Pay Rate Scale plus supplemental hourly rate stipends set forth below.

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a. Clerical Hourly Rate Pay Scale: The Clerical Hourly Rate Pay Scale hourly rate wage shall be established for each Clerical Group identified as follows:

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Group No.	Clerical Positions in Group
Group I	High School Activities Bookkeeper, Middle School/High School Attendance Secretary, Middle School Counselor Secretary, Level 1 Computer Support Technician, Facilities Management Assistant, and High School Special Education Secretary
Group II	High School Activities Secretary, High School Counselor Secretary, Secretary to the Principal Elementary/Middle School/ High School, and Administrative Secretary, and Level 2 Computer Support Technician
Group III	Information Services, Purchasing/Bookkeeper, Secretary to the Directors District Office Administrative Assistant, and Level 3 Computer Support Technician
Group IV	Bookkeeper/Accounts Payable, Bookkeeper/Human Resources, Bookkeeper/Payroll, and Database Analyst

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The hourly wage rate for each Clerical Group employee for the ~~2024-2025~~2026-2027 and ~~2025-~~20262027-2028 school and contract years shall be as follows:

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Group I		Group II		Group III		Group IV	
24-2526- 27	25-2627- 28	24-2526- 27	25-2627- 28	24-2526- 27	25-2627- 28	24-25-26- 27	25-2627- 28

19-25 <u>20.</u>	19-67 <u>20.</u>	21-33 <u>22.</u>	21-80 <u>23.</u>	23-29 <u>24.</u>	23-80 <u>25.</u>	25-46 <u>26.</u>	26-02 <u>27.</u>
<u>23</u>	<u>78</u>	<u>42</u>	<u>03</u>	<u>47</u>	<u>13</u>	<u>76</u>	<u>49</u>

2. Snow Day: In the event of a snow day or closure due to extenuating circumstances, staff may be assigned a corresponding work day on a date and time to be determined by the School District up to a maximum of two (2) days a contract year.

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D. Stipends, Payment of Compensation, & Overtime Pay:

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1. Service Year Hourly Stipend: Each Para-Professional, Custodial and Maintenance, and Clerical staff shall be paid a service year hourly rate stipend for ~~2024-2025~~2026-2027 and ~~2025-2026~~2027-2028 in addition to hourly wages paid pursuant to the Hourly Rate Pay Scale according to the following table. -For purpose of this paragraph "service year" means a completed year of creditable service in which the employee was employed by December 1st of the school year and also finished the school year and/or fiscal year as an employee of the Scottsbluff School System-

Up to five (5) years of outside experience, relevant in the position the employee has been employed with SBPS, may be granted. The employee may be required to provide proof of the outside employment. The Superintendent will have final authority if the outside experience qualifies. This will be considered the initial placement for the staff member who shall then follow the natural progression within the Years of Service Stipend. Staff employed prior to the 2024-2025 school year may be granted their outside years of experience to get up to five (5) years of service for the 2024-2025 year but will not be placed further than that. Should a staff member already be at or beyond the five (5) years of experience, no additional outside experience shall be given.

Years of Service	Stipend
1	5¢
2	10¢
3 – 4	20¢
5 – 9	40¢
10 – 14	60¢
15 – 19	80¢
20+	\$1.00

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2. Educational Attainment Hourly Stipend: Beginning with the 2016-2017 contract year, a Para-Professional, Custodial and Maintenance, and Clerical staff shall be paid an educational attainment hourly rate stipend in addition to hourly wages paid pursuant to the Hourly Rate Pay Scale according to the following table; subject to the additional requirements for Sign Language Interpreters set forth below. -The educational attainment stipend shall only be paid following submission by the employee to the administrative offices of the Executive Director of ~~Finance~~Human Resources of the School District on or before July 1st of each year this agreement is in effect of a certified transcript from the educational institution from which the degree was received by the employee verifying the level of education attained.

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Education Level	Stipend
Associate Degree	10¢
Bachelor's Degree	20¢
Master's Degree	30¢

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To be eligible for the Educational Attainment Stipend, a Sign Language Interpreter must attain the following EIPA scores:

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Sign Language Interpreter EIPA Score	Stipend
3.5-3.9	10¢
4.0-4.4	20¢
4.5+	30¢

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3. **Professional Development Credits Hourly Stipend¹:** A Para-Professional, Custodial and Maintenance, and Clerical staff shall be paid a Professional Development credits hourly rate stipend for the ~~2024-2025~~~~2026-2027~~ and ~~2025-2026~~~~2027-2028~~ contract years in addition to hourly wages paid pursuant to the Hourly Rate Pay Scale according to the following table. -The Professional Development credits stipend shall only be paid following completion by the employee during the ~~2024-2025~~~~2026-2027~~ and ~~2025-2026~~~~2027-2028~~ school years of required or approved Professional Development programs or classes designed to enhance the employees' performance in the employees' work assignment and verification by the employee's immediate supervisor of the employee's successful completion of the Professional Development program or class to the administrative offices of the Executive Director of ~~Finance~~-Human Resources of the School District. -Employees shall have a period of two years to accrue the requisite number of hours for each level of professional development with hours earned in one fiscal year applicable to the immediately following fiscal year to achieve the "7.5 hours" stipend level, i.e. an employee can earn sufficient hours to reach the "7.5 hours" stipend level during the ~~2023-2024~~~~2025-2026~~ fiscal year to receive the stipend for the ~~2024-2025~~~~2026-2027~~ fiscal year, and apply those hours to hours earned during the ~~2024-2025~~~~2026-2027~~ fiscal year to receive the stipend for the ~~2025-2026~~~~2027-2028~~ fiscal year and beyond. The Professional Development credits hourly rate stipend shall be added to the employee's compensation beginning with the first day of the contract year next following the successful completion of the Professional Development program. -This information must be turned in to the administrative offices of the Executive Director of ~~Finance~~-Human Resources of the School District on or before July 1st to be applied to the following year this agreement is in effect. In the event the employee leaves the district

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¹ The SBPS Executive Director of ~~Curriculum & Instruction~~Human Resources will provide a list of courses that the para-educator, clerical, custodial/maintenance, and security employees may complete to apply to Professional Development credit.

and later returns, any previous professional development credit shall be granted to the returned employee. The maximum amount for the Professional Development Credits Hourly Stipend is \$3.00.

Professional Development Program or Class	Stipend
Uncompensated District identified Training(s) 7.5 hours or more. <u>Training completed by 8/31/2026.</u>	15¢
<u>Uncompensated District identified Training(s) 7.5 hours or more. Training completed after 8/31/2026.</u>	<u>20¢</u>

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4. **Bilingual Stipend:** A 50¢ hourly stipend shall be paid to a maximum of ~~twenty-five (25) individuals for the 2024-2025 year and~~ thirty (30) individuals for the ~~2025-2026~~2026-2027 and 2027-2028 school years among the three groups (Para-Professional, Clerical, and Custodial and Maintenance) as determined by the District Administration. This stipend is a year-to-year determination and shall require the individual to interpret as called upon.

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5. **Payment of Compensation:** Each Para-Professional, Custodial and Maintenance, and Clerical staff shall be paid for each day for which services are performed on a monthly basis. -Employees shall not be compensated for days when the employee is not required to report for duty (for example a “snow day”).

6. **Overtime Pay:** All requests to work overtime must be approved by the immediate supervisor who must have received prior approval from the Executive Director of Finance or his/her designee. -Overtime pay must be paid for each hour worked in excess of the maximum workweek of forty (40) hours, applicable to the type of employment in which the employee is engaged. -Overtime pay must be paid at the rate of not less than 1.5 times the employee’s regular rate of pay for all hours worked in excess of the maximum workweek. -All hours paid but not worked do not count toward the forty-hour threshold for payment of overtime.

E. **Benefits:** Classified staff, with a full time (more than 30 hours per week) permanent status, shall be provided the following benefits or benefit opportunities:

1. **Health and Dental Insurance:** The School District has contracted with the Nebraska Educator’s Health Alliance (EHA) to provide group health and dental insurance coverage for the ~~2024-2025~~2026-2027 and ~~2025-2026~~2027-2028 contract years, September 1, ~~2024-2026~~ through August 31, ~~2025-2027~~ and September 1, ~~2025-2027~~ through August 31, ~~2026-2028~~ (EHA Group Health & Dental Insurance Plan). -The coverage provider and level of coverage shall be Blue Cross-Blue Shield of Nebraska, or another provider determined by the School District, \$1,050 deductible or \$2,500 deductible “Dual Choice” health insurance coverage with 100% A, 75% B, & with 50% C dental insurance coverage, or the corresponding successor deductible established by EHA for the plan year in effect; this deductible adjustment is applicable to all references to the \$1,050 deductible or \$2,500 deductible “Dual Choice” health

insurance coverage in this Section E, “Benefits” section. -The School District in its discretion may unilaterally elect to contract with a different group health and dental insurance carrier during the term of this contract or for subsequent contract years with the same or similar levels of coverage.

a. Clerical and Custodial/Maintenance Personnel: For all full-time (six (6) hours per day or more) Clerical and full-time (six (6) hours per day or more) twelve (12) month Custodial/Maintenance personnel the School District shall contribute:

(1) For the ~~2024-2025~~2026-2027 and ~~2025-2026~~2027-2028 contract years, an amount equal to Sixty- Percent (60%) of the cost of the monthly premium for the \$1,050 deductible “Employee” level plan for each month the Employee is employed by the School District and continues to be enrolled in the EHA Group Health & Dental Insurance Plan. Eligible Clerical or Custodial/Maintenance personnel electing to participate in the EHA Group Health & Dental Insurance Plan may elect either the \$1,050 deductible or \$2,500 deductible coverage and pay the balance of the cost of the monthly premium for an “Employee” level plan not paid by the School District’s contribution through the School District’s Section 125 plan by signing of a wage reduction agreement to be executed prior to the beginning of any available enrollment period).

b. Para-Professional Personnel: For all full-time (six and one-half (6.5) hours per day or more) Para-Professional personnel the School District shall contribute:

(1) The School District shall for Para-Professional personnel budgeted and employed for six and one-half (6.5) hours or more per school day contribute:

(a) For the ~~2024-2025~~2026-2027 and ~~2025-2026~~2027-2028 contract years, an amount equal to Sixty Percent (60%) of the cost of the monthly premium for the \$1,050 deductible “Employee” level plan for each month the Employee is employed by the School District and continues to be enrolled in the EHA Group Health & Dental Insurance Plan. Eligible Para-Professional personnel electing to participate in the EHA Group Health & Dental Insurance Plan may elect either the \$1,050 deductible or \$2,500 deductible coverage and pay the balance of the cost of the monthly premium for an “Employee” level plan not paid by the School District’s contribution through the School District’s Section 125 plan by signing of a wage reduction agreement to be executed prior to the beginning of any available enrollment period.

(2) The School District shall for Para-Professional personnel budgeted and employed for less than six and one-half (6.5) hours or more per school day make no contribution toward the cost of health and dental insurance; such Para-Professional staff employed may elect to participate and enroll in the School District’s EHA Group Health & Dental Insurance Plan electing either the \$1.050 deductible or \$2,500 deductible coverage and pay One Hundred Percent (100%) of the cost of premiums for such health and dental insurance through the School District’s Section 125 plan by the signing of a wage reduction agreement to be executed prior to the beginning of any available enrollment period.

2. Long Term Disability Insurance: The Scottsbluff Public Schools will provide disability insurance to employees who are ~~working at least .5 FTE (half time), that scheduled to work a minimum of 20 hours/week, which~~ will commence upon exhaustion of sick leave days, regardless of how many or how few days were available to the employee. -Long-term disability monthly payments are 66 2/3% of basic monthly earnings. -The insurance is effective the first of the month following the hire date.

3. Life Insurance: The School District will provide life insurance to employees who are ~~working at least .5FTE (half-time), scheduled to work a minimum of 20 hours/week.~~ The School District has contracted with an insurance company to provide and the School District shall pay the cost of term life insurance coverage in the amount of \$15,000 on the life of the Classified employee if under age 70 and in the amount of \$7,500 on the life of the Classified employee if age 70 or older, \$3,000 on the life of a spouse, and \$2,000 on the life of any dependents designated by the Classified employee.

F. Leaves:

1. Sick Leave: Classified Staff, at a full time, permanent status, will earn sick leave at the rate of one (1) "work day" per each calendar month of service; a "work day" shall be defined as the budgeted number of hours per day the classified employee is scheduled to work, and "sick leave time" shall be equivalent to the budgeted number of hours per day the classified employee is scheduled to work. -Sick leave shall be accumulated to a maximum of SEVENTY-FIVE (75) days. -For example: ~~if a classified staff employee is employed three (3) hours per day, they would receive a sick day worth three (3) hours per day.~~ -~~If~~ if a classified staff employee is employed six (6) hours per day that employee would receive a six (6) hour sick day. All current accumulated sick leave days accrued by any Classified Staff employee prior to May 31, 2012, will continue with this Agreement.

Sick leave may be used for parental leave, illness, accident, injury or death of the employee's spouse, children and their spouses, parent, step-parent, parent-in-law, grandparents, siblings, grandchildren, and individuals living in the same household as the Classified Staff; provided, that such paid leave shall not exceed five (5) days per occurrence as defined below. In the case of the death of a child/step-child or spouse, not more than fifteen (15) days per occurrence are allowed. For purposes of this paragraph, "occurrence" means an identified event (illness, injury or death) reported by the Classified Staff to an immediate supervisor. In the event the leave qualifies under the Family Medical Leave Act, the number of sick days that may be utilized shall not exceed the number of days within the employee's sick leave bank and shall not be limited to the five (5) days per occurrence in the event the FMLA leave is to care for another person.

All sick leave benefits cease upon termination of employment with Scottsbluff Public Schools.

2. Sick Leave Compensation at Retirement or by Qualified Permanent Disability: Qualified employees will be compensated for accumulated sick leave at retirement or by qualified permanent disability as follows:

a. Resignation: Upon Resignation (age 55 minimum) with the School District or death, a Classified Staff member having ten (10) years or more of continuous service to the School District in any capacity shall be paid for all accumulated sick leave days at a rate of \$40 per sick day.

b. Disability: An employee who becomes permanently disabled, as qualified by a physician, without possibility of return of employment in this School District will be compensated for unused sick leave based on the following formula: Number of days accumulated X hours per day worked x hourly rate x 100%.

3. Personal Leave: All Classified staff with a full-time permanent status budgeted to be on duty thirty (30) or more hours per week will be allowed two (2) personal days per contract year. -These are not additional days. -Notification to the Classified Staff's immediate supervisor shall be made as far in advance as possible, but at least a twenty-four (24) hour notification to the supervisor is necessary to utilize this day. -Leave must be approved by the supervisor. -It is not required that the purpose of the personal leave be included in the request. -Leave may be used for a snow day, if available. -Classified Staff will be allowed to carry two (2) unused personal days to the next contract year with a maximum balance of four (4) personal days.

4. Holidays:

a. 12 month employees: Classified Staff employed full-time (six (6) hours per day or more) will receive eleven (11) paid holidays per year. -The following are paid holidays if the holiday occurs during the staff person's regular contract year, such pay to be at their regular hourly rate for the budgeted hours worked per regular work day: July 4th, Labor Day, Thanksgiving Day and the Friday following, Christmas Day and either Christmas Eve Day or the day following Christmas – December 26th as determined by the employee's immediate supervisor, January 1st and either December 31st or January 2nd as determined by the District, Easter/Spring Break – two (2) days as determined by the employee's immediate supervisor, and Memorial Day.

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b. 10 month employees: Classified Staff employed full-time (six (6) hours per day or more) will receive nine (9) paid holidays per year. -The following are paid holidays if the holiday occurs during the staff person's regular contract year, such pay to be at their regular hourly rate for the budgeted hours worked per regular work day: Labor Day, Thanksgiving Day and the Friday following, Christmas Day and either Christmas Eve Day or the day following Christmas – December 26th as determined by the employee's immediate supervisor, January 1st and either December 31st or January 2nd as determined by the District, Easter/Spring Break – one (1) day as determined by the employee's immediate supervisor, and Memorial Day.

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c. 9 month employees: Classified Staff employed full-time (six (6) hours per day or more) will receive three (3) paid holidays per year. -The following are paid holidays if the holiday occurs during the staff person's regular contract year, such pay to be at their regular hourly rate for the budgeted hours worked per regular work day: Labor Day, Thanksgiving Day Christmas.

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d. New Hires: All classified staff hired after May 31, 2011, who work less than six (6) hours per day shall receive no holiday pay.

e. Holiday Swap: Staff who work on a scheduled holiday may put that leave into a Holiday Swap Leave Bank. Approval is required from the employee's immediate supervisor and the Executive Director of Finance prior to working. This leave must be utilized in the fiscal year it is accumulated. Should it not be utilized in the year it is accumulated, it shall be paid out at the staff members current hourly rate.

6. Vacation Leave – Twelve (12) Month Full-Time Employees Only: All Classified Staff employed full-time (six (6) hours per day or more) for a period of twelve (12) months per contract year shall accrue vacation leave at the rate of 0.834 days per month during the first ten (10) years of continuous employment with a maximum accrual of vacation days limited to a maximum amount of twenty (20) total days; and, at the rate of 1.25 days per month during the beginning with the 11th year of continuous employment with a maximum accrual of vacation days limited to a maximum amount of thirty (30) total days. Employees who have transitioned into a twelve (12) month position must work 120 months with no break in employment to accrue vacation at the rate of 1.25 days per month with a maximum accrual of vacation days limited to a maximum amount of thirty (30) total days.

G. Grievance Procedure: The purpose of this grievance procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise concerning the interpretation, application, or meaning of the terms and conditions of employment set forth in this Negotiated Agreement. -An underlying principle of the grievance procedure is to ensure fair and equitable treatment to the District's employees.

1. Definitions:

a. Grievance: A grievance is defined as any claim or complaint relative to a purported violation of the terms and conditions of employment set forth in this Negotiated Agreement.

b. Grievant: A Classified staff member, or the Association making the claim.- Any employee has the right to have a representative of their choice at any step of the grievance procedure.

c. Time Limits: All time limits shall consist of the Classified staff's working days except when a grievance is submitted after the end of the school year; the time limits after the end of the school year shall consist of all week days Monday through Friday. -The number of days indicated at each level should be considered maximum and every effort shall be made at all levels to expedite the process. -Failure of any grievant to comply with the time limits contained herein shall constitute a waiver of right to appeal to the next step. -Failure of the District or its representatives to comply with the time limits at any level shall permit the grievant to appeal the grievance to the next level.

d. Grievance Meetings or Hearings: All meetings and hearings under this procedure up to and including Step 2 shall be conducted in private and shall include only the Administration's representatives, the grievant, and the grievant's designated representatives.

2. The Procedure

a. Informal Resolution. The parties believe that it is usually most desirable for an employee and the District to resolve problems through free and informal communications. When requested by the Classified staff, a representative of the Association may assist in this resolution. -However, when the grievance remains unresolved, then the grievance shall be processed as follows:

Step 1. The request or complaint shall be made in writing to the Classified staff member's immediate supervisor. -The supervisor shall then have five (5) working days to respond to the grievance and give an answer in writing.

Step 2. If the grievance has not yet been settled, the Classified staff member may pursue further action by filing the grievance within five (5) working days to the Superintendent of the Schools or their designated representative. -The Superintendent or their designated representative shall arrange for a meeting to be held within ten (10) working days in order to discuss the grievance. -A written answer to the grievance will be provided within five (5) working days after the conclusion of the meeting. -The decision of the Superintendent of Schools shall be final and may not be appealed to the Board of Education.

H. Reopening of Agreement: Both the Board of Education and the Classified Association, during and for the term of this Agreement, voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement, PROVIDED, HOWEVER, either party may reopen this Agreement for the ~~2024-2025~~2026-2027 and ~~2025-2026~~2027-2028 contract years for purposes of amending the terms and conditions thereof to meet the statutory and regulatory requirements of the Patient Protection and Affordable Care Act of 2010, (P.L. 111-148), in a manner that will avoid all penalties potentially assessed against an employer thereunder, including the amendment of the compensation structure, employer and employee contribution to the cost of health insurance, and other health insurance related provisions; such right to reopen this Negotiated Agreement may be exercised at any time during the term of thereof.

I. Duration of Agreement: This contract shall be effective for the ~~2024-2025~~2026-2027 and ~~2025-2026~~2027-2028 school fiscal years.

IN WITNESS WHEREOF the parties hereto caused this contract to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures to be placed hereon, all on this day and year set forth in signature block below.

Scotts Bluff County School District 79-0032 a/k/a Scottsbluff Public School District	Scottsbluff Schools Classified Association
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By: _____ Scott Reisig President, Board of Education	By: _____ Maria Frueh President of Association
Dated: _____	Dated: _____

