

RAVENNA PUBLIC SCHOOL  
NEGOTIATED AGREEMENT

2017-2018

This agreement is made and entered into this 9<sup>th</sup> day of January, 2017, by and between the Board of Education of the School District #69 of Ravenna in the County of Buffalo, in the State of Nebraska (hereinafter referred to as the "Board") and Ravenna Education Association (hereinafter referred to as the "Association").

General Purpose

The Ravenna Board of Education and the Ravenna Education Association recognize that the development of a quality educational program for the children attending the Public Schools of Ravenna is a joint responsibility which can best be achieved by agreement that all parties work toward common goals. The public officials and the Association enter into this agreement with mutual dedication, recognizing that the experience, creativity and judgment of all parties are necessary to reach the education needs of the community.

ARTICLE I

Recognition

The Board recognizes the Association as the exclusive and sole collective negotiating representative for all teachers employed by the District.

Teacher shall mean all certified teaching personnel and other professional personnel employed by the District, but excluding Superintendent, Senior High Principal, and Elementary Principal.

ARTICLE II

Salaries

A. Salary Schedule

The Base Salary for the 2017-2018 school year will be \$33,850.00 with the increments of 5% for further education and 4% for years of experience, except for the last two steps on columns E, F, and G which are 2% each. A copy of the salary schedule is attached later in this agreement.

B. Extra Duty Schedule

All teachers assigned duties in addition to teaching shall be paid for such duties according to the extra duty schedule attached later in this agreement.

C. Method of Payment

1. All teachers' salaries including extra duty pay shall be paid in equal monthly installments. Should assigned duties not be completed,

salary shall be withheld until completed.

2. All teachers on extended contracts shall be paid 1/185 of his placement on the salary schedule for each day employed over 185 days.

### ARTICLE III

#### Insurance and Annuities

##### A. Health Care Coverage

The Board of Education shall provide health insurance to the teacher with a tiered premium rate. The policy shall be the \$900 Deductible Blue Preferred with Utilization Management. A \$3,500 deductible plan will also be available as an option for employees during the 2017-18 school year. The difference in premium between and \$900 deductible and the \$3500 deductible will be paid by the district and deposited in the employee's Health Savings Account. Health insurance is a 4-tier policy. This will provide a single teacher with a premium of \$607.93 monthly, teacher and child(ren) with a premium of \$1,124.68 monthly, teacher and spouse with a premium of \$1,276.65 monthly, and a married teacher taking the family health plan a premium of \$1,714.22 monthly. All of these policies include individual dental. Additional family dental may be purchased by the teacher. The Board shall provide at the discretion of the teacher, employed by Ravenna Public Schools prior to the 2014-2015 school year, an amount equal to the single premium for any existing insurance, annuity program or as salary, in place of health coverage (called the cash in lieu option). Starting with the 2014-2015 school year any employee hired will no longer receive the cash in lieu option for their insurance. Any employee hired previous to the 2014-2015 school year will retain the option of cash in lieu for the remainder of their employment at Ravenna Public Schools. The Board reserves the right to evaluate other competitive insurance groups each year and to make recommendations concerning the carrier used to provide the health insurance. The carrier for the 2017-18 year will be Blue Cross/ Blue Shield. The school board also offers a Section 125 Plan administered by Pay Flex. In addition to premium payments as in the past, the Section 125 Plan will be expanded to also allow pre-tax opportunities for non-reimbursed medical/dental/vision care expenses plus child care expenses.

##### B. Disability

The board shall make available for the employee to purchase through payroll deduction group long term disability insurance. Benefits shall be payable upon the thirtieth (30) calendar day of disability at sixty (60%) percent of annual contractual salary. Benefit payments shall continue to age sixty-five (65) or until termination of disability whichever occurs first.

##### C. Loss of Life

The Board shall provide \$40,000.00 group term Life Insurance for each teacher.

### ARTICLE IV

## Teacher Employment

### PLACEMENT OF SALARY SCHEDULE

1. A valid Nebraska Teaching Certificate.
2. New teachers hired to the school system will be allowed a maximum of five steps on the schedule on the basis of past experience in state approved or fully accredited schools or at the discretion of the superintendent, the school will allow up to eight steps on the salary schedule on the basis of past experience.
3. The Superintendent shall determine the teaching field to which a teacher is assigned and will place him/her on the proper step of the schedule.
4. Academic hours beyond the Bachelors Degree will be recognized for salary increases provided the hours are accumulated in a graduate program of an accredited University or College and provided the hours are related to an area of teaching and not necessarily the area in which the teacher is employed. Academic hours in undergraduate level courses taken after receiving the Bachelors Degree will receive the same increase in salary as those on the graduate level providing those hours are approved by the Board.
5. To receive credit in horizontal steps beyond BA+9 step in the salary schedule for teachers, the teacher must show that the additional hours would lead to a Masters Degree. This can be shown by presenting a copy of an Official Program of Study supplied by the University or College. An outline of courses as described in a college bulletin will be sufficient. Additional hours earned during summer school, off-campus or night classes will be recognized only if complete transcripts are filed in the school administrative office by September 1st, of the contract year. No salary shall be paid to a teacher until this is done. It is the responsibility of the head administration of the school system to see that all hours of credit are coded accurately.

6. To be placed on the MA18 or MA9 level a teacher must meet the following conditions:

- a. eligible for MA
- b. additional hours be of graduate level
- c. additional hours to be in teaching field or lead to an additional endorsement. Endorsement must be approved by the superintendent of schools. The additional endorsement must be of some teaching value to the Ravenna Schools.

A complete transcript shall be placed on file in the school administrator's office by September 1<sup>st</sup>, of the contract year.

## ARTICLE V

### Leaves

#### A. Sick Leave

At the beginning of each school year each teacher shall be credited with ten (10) days of sick leave allowance to be used for absences caused by illness or temporary disability of the teacher. Teachers new to the system will be given fifteen (15) days the first year of their employment. Teachers will be allowed to use ten (10) days per year for illness in the immediate family: (spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, grandparent, son-in-law, or daughter-in-law). These ten (10) days will be subtracted from the teacher's accumulated days. Sick leave may accumulate from year to year up to fifty (50) days. A doctor's statement may be required after five (5) days of continued illness. The administration shall furnish to each teacher a written statement at the beginning of each school year setting forth the total sick leave.

#### B. Personal Leave

There shall be two (2) days personal leave. The number of teachers who take leave at the same time may be restricted by the administration. Application shall be made at least two days in advance. Personal leave may be taken before or after a scheduled vacation with approval of the superintendent. Teachers shall be professional in the use of their personal leave. One-half day or one day of unused personal leave will be carried over to the following year; therefore teachers could accumulate three (3) personal days.

#### C. Professional Leave

Each teacher shall be allowed five (5) days professional leave with administrative approval.

#### D. Emergency Leave/Bereavement Leave

Emergency leave may be granted when the absence is not covered under

another leave. Up to five (5) days may be granted with notification and approval of administration. Emergency would include the following: death in the immediate family (spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, grandparent, son-in-law, or daughter-in-law), **should the death of a spouse or child cause sickness (physical, emotional, or mental) the language of sick leave may be used;** b. court appearances beyond personal leave days.

A maximum of five (5) additional sick leave days may be used as emergency leave if needed.

E. Bereavement Leave

A maximum of five (5) sick leave days may be used each year as bereavement leave to allow a staff member to attend the funeral of a friend or relative not in the immediate family.

F. Extended Leave

Any certified employee upon proper application to the Superintendent of Schools and approval of the Board, may be granted a leave of absence without pay for: family hardship, education, work experience, drafted military duty, National Guard duty, Reserve Military duty. When granted a leave of absence the teacher and Board shall agree upon the length of time involved. The teacher shall guarantee his or her return to the position held by signing an agreement with the Board prior to being granted such leave.

G. Special Circumstance Leave

The board understands that, on rare occasions, its employees will be out of contractual leave allotments and have circumstances arise which present unique opportunities not likely to occur very often. The purpose of this provision is to authorize the Superintendent to grant unpaid leave to staff members deemed eligible under this provision by the Superintendent.

**Special Circumstance Leave.** The leave contemplated in this provision is "Special Circumstance Leave." "Special Circumstance Leave" means leave taken on an expected duty day for events which are very rare and "once in a lifetime" type of events which are unlikely to occur on a regular basis. The following are some examples, but not an exhaustive list, of leave which the board believes would likely qualify for Special Circumstance Leave: a child's wedding; a child qualifying for a state tournament event; or a parent or spouse's retirement celebration.

**Not a Substitute for Paid Leave.** Special Circumstance Leave is not a substitute for paid leave. If any staff member has paid leave remaining in a given contract year which could be used for the leave requested pursuant to this provision, the Superintendent shall require the employee to use the available leave provided outside of this provision prior to considering Special Circumstance Leave.

**Leave Requests and Response.** Staff members requesting Special

Circumstance Leave shall make a written request to the Superintendent or Superintendent's designee in letter form with as much advance notice as possible. Special Circumstance Leave shall be requested at least **14 calendar days in advance**. When the employee does not know 14 days in advance of the need for Special Circumstance Leave, the employee should provide as much notice as possible. The Superintendent is authorized to deny an otherwise-qualifying Special Circumstance Leave request if the notice is insufficient to allow the administration to plan for the leave, such as when it would be a detriment to students and other staff members.

The leave request shall contain the following information: the times and dates of the leave; the number of days requested, up to 3; the nature of the event(s) for which the leave is requested; and an explanation as to why the leave should constitute Special Circumstance Leave. The Superintendent will respond orally or in writing within a reasonable time after receiving the request either granting or denying the leave.

**Three-day Cap.** All Special Circumstance Leave is capped at three (3) days per contract year. Each special circumstance day may only be used for a single day of leave and may not be used in tandem with personal leave days.

**Fully Unpaid Leave.** Special Unpaid Leave is a fully deducted leave day, meaning the employee's pay will be reduced for the day or days by the full per diem cost of the employee's salary, insurance, and any other benefits costs normally paid by the district.

**Recordkeeping by the Superintendent.** The Superintendent or Superintendent's designee will keep a running ledger of all Special Circumstance Leave requests and whether those requests were granted or denied. As deemed appropriate by the Superintendent, he or she shall make a report to the board regarding the requests made pursuant to this provision.

#### **Duration of Benefit**

Special Circumstance Leave will be available for the duration of the 2017-18 contract term. The benefit will expire at the end of the 2017-18 contract term.

## ARTICLE VI

### Miscellaneous Provisions

#### Mileage and Expenses

Mileage and expense shall be paid to the individual teacher as follows:

1. to attend curriculum meetings.

2. to attend specific subject area activities in which students are involved.

In each case approval by the Administrator is required in advance.

REIMBURSEMENT FOR K-12 TEACHERS USING THEIR PLANNING PERIOD TO SUBSTITUTE

K-12 teachers that are requested to substitute for a staff member during their planning period will be reimbursed at the rate of \$15.00 per period.

**Compensation for Unused Sick Leave**

The district shall compensate teachers for unused sick leave in the following manner: At the beginning of each school year, teachers continuing their employment at the Ravenna Public Schools shall be compensated for each day of accumulated sick leave exceeding fifty (50) days, at a rate of \$40.00 per day. This process shall begin September, 2006, and shall continue until such time as the procedure is amended or repealed through the negotiation process.

ARTICLE VII

Duration of Agreement

This contract will be effective as of the beginning of the 2017-2018 school year and shall continue in effect until a substitute contract is adopted, which shall then be fully retroactive to the beginning of the 2018-2019 school year, except that any insurance premium shall be effective as soon as possible after settlement.

ARTICLE VIII

Document Authorization

In witness whereof the parties hereto caused this Contract to be signed by their respective presidents, attested by their respective chief negotiators and their signature to be placed hereon, all on the day and year first above written.

RAVENNA EDUCATION ASSOCIATION

RAVENNA BOARD OF EDUCATION  
DISTRICT #69

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_

By \_\_\_\_\_

Chief Negotiator

Chief Negotiator

Note: As of September 11, 2006, the REA will offer the initial proposal for each year of the negotiation process.

#### APPENDIX A

##### GRIEVANCE PROCEDURES

The Board recognizes the Professional Rights and Responsibilities Committee of the Association and the Grievance Procedure which follows:

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the applicable laws and regulations of the State of Nebraska, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administration control of the school system, and its properties and facilities, and the activities of its employees.
2. To hire all employees, and subject to the provisions of law, to determine their qualification, and the conditions for their continued employments, or their dismissal or demotion, and to promote, and transfer all such employees.
3. To establish grades and courses of instruction, including special programs, and to provide for athletics, recreational and social events for students, all as deemed necessary or advisable by the Board.
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind of nature.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board: the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith; shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms thereof are in conformance with the applicable laws and regulations of the State of Nebraska.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Nebraska School Law, or any other national, state, county, district, or local laws or regulations as they pertain to education.

#### Definition of Terms

1. Grievance - claim based upon an event or condition which affects welfare, and/or terms and conditions of employment of a teacher, or group of teachers, guidance counselor, and/or the interpretation, meaning or application of any policies, rules, regulations, or professional negotiations contracts of school district.
2. Aggrieved Person - Person or persons making the claim.
3. Party in Interest - Person or persons making the claim, and any person who might require to take action, or against whom action might be taken, in order to resolve the claim.

#### PURPOSE

The Board purposes of machinery for grievance adjustment in the Ravenna Public School system are:

1. Unobstructed communication with respect to alleged grievances without fear or reprisal.
2. Reduction of the potential areas of conflict among staff members and administrators and Board.
3. Two-way communication through recognized channels among administrators, staff members, local professional associations, and Boards.
4. Development of improved moral and effectiveness of staff members.
5. Encouragement of teacher expression regarding conditions that affects him.

#### PROCEDURES

##### Level I (Informal)

- A. If a teacher feels that he/she has a grievance he/she should first discuss the matter with his/her principal or administrator to whom he/she is directly responsible in an effort to resolve the problem.
- B. The aggrieved person may have a local PR & R representative assist him/her in efforts to resolve the problem informally with the principal or other appropriate administrator.

##### Level II (Formal)

### Step One

A. If an aggrieved person is not satisfied with the disposition of his/her problem, or if no decision has been rendered after five school 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 copy of the said grievance for himself/herself and give one copy to the chairperson of the PR & R committee for the association's file.

B. The principal shall, within three school days, render his/her decision and the reasons therefore, in writing, to the aggrieved person, with a copy to the PR & R representative for the association file.

C. A teacher who is not directly responsible to a building principal may submit his/her formal grievance claim to the administrator to whom he/she is directly responsible. Said administrator shall carry out the aforementioned responsibilities.

### Step Two

A. If the aggrieved person is not satisfied with the disposition of his/her grievance at Step One, or if no decision has been rendered within three school days after the presentation of the grievance in writing, he/she may file the written grievance with the association's PR & R committee within three school days after the decision at Step One, or six school days after the grievance was presented whichever is sooner.

B. Within five school days after receiving the written grievance, the PR & R committee shall provide an opportunity for the aggrieved person to meet with the committee for the purpose of reviewing with the aggrieved person a written opinion regarding the case.

### Step Three

A. Within three school days after receiving the PR & R committee's opinion, or within eight school days after the grievance was filed with the committee, whichever is sooner, the aggrieved person may file a written appeal with the PR & R committee for a hearing by the superintendent of schools. Within two school days of its receipt, the committee, through its chairperson, shall submit such appeal to the superintendent.

B. Within ten school days after receipt of the written appeal for a hearing by the superintendent, the superintendent shall meet with the aggrieved person and with representative of the PR & R committee for the purpose of resolving the grievance. A full record (tape recording recommended) of such hearing shall be kept by the superintendent and association and made available to the parties involved upon written request. The superintendent shall, within three school days of the hearing, render his/her decision and reasons therefore, in writing, to

the aggrieved person, with a copy for the PR & R committee.

#### Step Four

A. If the aggrieved person is not satisfied with the disposition of his grievance at Step Three, or if no decision has been rendered within three school days after he/she has first met with the superintendent, he/she may file the grievance again with the association's PR & R committee within three school days after a decision by the superintendent, or five school days after he/she has met with the superintendent, whichever is sooner.

B. Within three school days after receiving such further appeal, the PR & R committee, through its chairperson shall refer the grievance to the Board.

C. Within twenty-five school days after receiving the written appeal, the Board, or a committee there from, shall meet the aggrieved person and with the representative of the PR & R committee for the purpose of resolving the grievance. The decision of the Board shall be rendered, in writing within five school days.

#### Level III (Impasse Resolution)

A. If the aggrieved person chooses not to accept the decision of the Board (Step Four), he/she may within five school days of receipt of notice of said decision, request that the PR & R committee challenge the Board's decision. Such challenge may be made only after it has been determined by the committee that the grievance is meritorious and relates to the interpretation, meaning, or application of any rules, regulation, or policy of the district. The challenge shall be filed with the Board within five school days of the filing of challenge the Board's decision or an alternative decision is not accepted by the Association, the Board and the Association shall be considered at impasse and arbitration procedures shall be initiated, as specified in Level III, Paragraph B.

B. The selection of fact-finders, panel for the purpose of arbitration shall be selected.

C. The cost of arbitration shall be shared as follows: The Board will pay for their fact-finder. The Association will pay for their fact-finder. The cost of the third party involved in fact-finding shall be shared equally.

#### RIGHTS OF TEACHERS

A. Any party of interest may be represented at all stages of the grievance procedure by himself/herself or by a representative of his/her choosing. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

B. If, in the judgment of the PR & R committee, a grievance affects a

group of teachers, the PR & R committee may submit such grievance, in writing, to the superintendent directly and the processing of such grievance will commence at Step Two of Level II. The PR & R committee may process such a grievance through all steps of the grievance procedure even though the aggrieved person does not wish to do so.

C. If the written grievance is not filed with thirty (30) days after the teacher knew, or should have known, of the act or condition on which the grievance is based, then the grievance shall be waived.

D. A grievance may be withdrawn at any level without prejudice or record.

E. No reprisals of any kind shall be taken by the Board, or by any member of the administration, or by the association or its individual members against any party in interest, any PR & R representative, or any other participant in the grievance procedure by reason of such participation.

F. If a grievance begins or continues after the regular school term has ended, school days shall be considered Monday through Friday, excluding holidays.

#### RIGHT OF ADMINISTRATORS

Guidance Counselors who are members of the Association may use the Grievance Procedure commencing at Level I.

Principals who are members of the Association may use the Grievance Procedure commencing at Level II, Step Three. The Superintendent, if a member of the Association, may use the Grievance Procedure commencing at Level II, Step Four.