

**Negotiated Agreement  
between  
Educational Service Unit #13 Board of Education  
and  
Educational Service Unit #13 Education Association**

This Agreement is made and entered into this 16<sup>th</sup> day of February 2021 by and between the Board of Educational Service Unit #13, in the County of Scotts Bluff, in the State of Nebraska (hereinafter referred to as “the Board”), and Educational Service Unit #13 Education Association, Certified Collective Bargaining Agent (hereinafter referred to as “the Association”).

**NEGOTIATIONS PROCEDURES**

**Negotiations shall be conducted as follows:**

1. The Board and the Association’s representatives will meet to provide both parties the opportunity to explain proposals.
2. Each party is responsible for communicating with its membership. Negotiations will be confidential until the parties mutually agree to release information.
3. Meetings will be at mutually agreed upon times.
4. The agreement shall be reduced to writing, submitted to the Board and the Association for ratification. Both parties shall sign the document following ratification.

**ARTICLE I – Association Rights**

**A. Association Use of ESU #13 Property**

The Association shall be allowed the use of the Unit buildings for meetings, providing that such use does not result in unscheduled maintenance costs, in which case a fee for that use will be assessed according to the established Use of Facility guidelines.

The Association shall be allowed the use of Unit equipment including computers, copiers, audio-visual equipment, and standard office equipment, provided that the Board may assess the Association a reasonable fee for expendable supplies during such use.

The Association shall be allowed, upon approval of the Administrator, to make use of the Unit’s communication system, including the distance learning system, teachers’ e-mail, etc. Such use shall not cause unnecessary interruption of the education program of the Unit.

**ARTICLE II – Grievance Procedure**

ESU #13’s current Grievance Procedure can be found in Board Policy.

## **ARTICLE III – Salaries**

### **A. Salary Schedule**

The salary of each employee covered by this Agreement shall be determined by the salary schedule attached to this Agreement.

### **B. Base Salary**

The base salary for the 2021-2022 school year shall be \$37,434.  
The base salary for the 2022-2023 school year shall be \$XX,XXX.

For the 2021-2022 and 2022-2023 school years, the total package shall increase by 2.6% annually. The total package is defined as the cost of the standard salary schedule (the base salary times the cumulative index factor), plus extended contracts, extra standards compensation, flat salary, health and dental insurance, life insurance, and disability insurance. The base will be calculated after allowing for costs of extended contracts, extra standards compensation, flat salary, health and dental insurance, life insurance, and disability insurance.

The faculty positions in place at the time of this Agreement's approval (faculty positions as of October 1, 2020) shall constitute the base year faculty. The same faculty will be adjusted for one-year additional experience. The faculty so adjusted will be used to determine the index factor for the 2021-2022 year. The same process will be used for the 2022-2023 year based on the faculty positions in place as of October 1, 2021.

### **C. Initial Placement**

Commencing with the 2003-2004 negotiated agreement, all newly hired certificated employees shall be credited with all previous professional experience in any accredited educational institution. Placement on the salary schedule shall reflect the actual years of prior experience. Newly hired certificated employees without prior experience shall be placed on the first step in the appropriate degree column.

Employees shall be placed on the salary schedule according to their degree level and graduate hours earned beyond that degree according to the salary schedule.

### **D. Horizontal Movement**

Horizontal movement on the salary schedule will be granted only for approved graduate semester hours earned above and beyond full certification and endorsement for the current position. The hours must have been earned with a transcript or other evidence on file by September 1 in order to receive credit.

No more than 36 semester hours will be credited beyond the BA unless the MA is earned.

### **E. Vertical Movement**

Employees shall be placed on the proper vertical step in accordance with their experience in the Unit plus credited prior professional experience.

Salary schedule advancement for experience shall be credited at the rate of not more than one year of experience for each year of employment.

**F. Extended Contracts**

Where a contractual agreement has been reached between an individual employee and the Unit relating to employment beyond the annual employment period defined in Article V, Section C. The salary for that extended contract shall be a prorata extension of that employee’s salary scheduled daily rate of pay for the annual employment period.

**G. Extra Standards Compensation**

The following positions within the bargaining unit shall receive additional compensation:

School Psychologists	35% of base salary
Speech Pathologists with National Certification	30% of base salary
Speech Pathologists	15% of base salary
Physical Therapist	15% of base salary
Occupational Therapist	15% of base salary

**ARTICLE IV – Annuities and Insurance**

**A. Flat Salary**

The flat salary amount for 2021-2022 and 2022-2023 shall be \$700 per month for 12 months for each employee who is 1.0 FTE.

Personnel employed at a minimum of half-time (.5 FTE) shall receive flat salary at a pro-rated amount equal to their FTE.

**B. Health and Dental Insurance**

The Board offers an insurance plan to employees who wish to carry insurance in the EHA (Educators Health Alliance) health and dental insurance, \$650 Deductible and the \$3,600 HSA-Eligible. The Dental Plan option is PPO-100% A, 75% B, 50% C Coverage-Option 2.

The employer contribution toward the cost of the health and dental plan for the contract period shall be at least \$464.00 per month, but not less than 60% of the premium for a single health and dental plan.

Health = \$743.58 + Dental Single = \$29.54	Total = \$773.12 X .60 = \$464.00 Benefit toward insurance cost
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**C. Life Insurance**

Life Insurance in the amount of \$20,000 is provided for staff whose salary exceeds \$20,000 per year.

## **D. Disability Insurance**

The Board shall provide long-term disability insurance for each employee covered by this Agreement. Benefits shall be payable upon the expiration of a 30 day elimination period at 66 2/3 percent of annual contractual salary plus fringe benefits.

## **E. Section 125 Cafeteria Plan**

The Board shall provide a Section 125 Cafeteria Plan for employees covered by this Negotiated Agreement. Employees will be provided with Benefit Cards to access their Flex Spending funds. The Board shall pay all expenses related to the administration of this plan.

## **ARTICLE V – Terms of Employment**

### **A. Release from Contract**

Request by any certificated employee for release from his/her contract will be granted if the request is made by April 30<sup>th</sup> and all current contract obligations are met.

Requests made after April 30<sup>th</sup> will be granted if one or more of the following conditions are met:

- a) a suitable and qualified replacement has been employed to fill the position;
- b) the conditions of the resignation are in the best interest of ESU #13.

### **B. Part-Time**

Part-time employees will receive salary and fringe benefits as provided for elsewhere in this agreement according to their FTE.

### **C. Annual Employment Period**

The annual employment period for bargaining unit employees shall be 185 contract days.

## **ARTICLE VI – Leaves**

### **A. Sick Leave**

Sick leave is granted for illness of the employee or for serious illness or death of members of the immediate family. Immediate family shall mean the employee's spouse, children, parents, brothers, sisters, grandparents, grandchildren, in-laws or persons bearing the same relation to the spouse. Sick leave also includes stepparents, stepbrother, stepsister and stepchildren.

At the beginning of each school year, each employee shall be credited with ten days paid sick leave allowance. Employees contracted to work more than 185 days and less than 240 days are granted one day of sick leave for each additional 30 days they work, or major portion thereof. The unused portion of such allowance shall be accumulated from year to year up to 60 days.

Employees who resign with at least 20 years of successful employment experience at ESU #13 will receive \$50 for each unused sick day for up to 30 days.

## **B. Personal**

At the beginning of each year, each employee shall be credited with two days of paid personal leave. Unused personal leave shall not accumulate.

Notification to the employee's supervisor or other immediate supervisor for personal leave shall be made at least five days before taking such leave (except in the case of emergencies). Requests for personal leave must be submitted to the immediate supervisor on the employee portal.

Personal leave days immediately preceding or following a scheduled holiday break, (Labor Day, Thanksgiving, Christmas, Mid-year Break, Spring Break, Memorial Day, Independence Day), and in May will be granted only upon the approval of the Unit Administrator or designee.

Provision is made for two days of personal leave with pay. Employees contracted to work more than 185 days and less than 240 days are granted one day of personal leave for each additional 30 days they work, or major portion thereof.

## **C. Vacation Leave**

Individuals who have extended contracts of 240 days or more will not receive personal leave, rather they will receive vacation leave. Vacation leave will begin on the first day of employment at the rate of 12 days per year if employed from one to five years increasing to 18 days per year if employed more than five years to a maximum of 30 days.

## **D. Bereavement**

Up to three days of paid leave per occurrence shall be granted each employee in the event of death of a member of the employee's immediate family as defined in the sick leave language, and to include aunts, uncles, nephews, nieces, and individuals who reside in the home of the employee. Additional days may be charged as sick leave. For persons not in the immediate family, leave must be taken as personal leave, vacation, or leave without pay.

## **E. Relationship of the Family and Medical Leave Act (FMLA) to Local Leave Policies**

Coordination of FMLA and ESU #13 personnel practices may be found in Board policy.

## **ARTICLE VII – Miscellaneous Provisions**

### **A. Compliance Between Individual Contract and Master Agreement**

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration shall be controlling.

### **B. Separability Clause**

If any of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE VIII – Personnel File**

**A. Derogatory Material**

No material derogatory to an employee’s conduct, service, character, performance or personality shall be placed in the employee’s personnel file unless the employee has been provided a copy and had the prior opportunity to review the material. The employee shall acknowledge that they had the opportunity to review such material by affixing their signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such materials and their answer shall be reviewed by the Administrator or the Administrator’s designee and attached to the file copy.

**ARTICLE IX – Authorization**

This contract shall be effective as of the beginning of 2021-2022 school year and shall continue in effect until August 31, 2023.

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.

**ESU #13 Education Association**

**ESU #13 Board of Education**

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

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

By \_\_\_\_\_  
Its Chief Negotiator

By \_\_\_\_\_  
Its Chief Negotiator