

AGREEMENT

This Agreement is made and entered into as of the 9th day of December 2013, by and between the FORT CALHOUN SCHOOLS, BOARD OF EDUCATION and the FORT CALHOUN EDUCATION ASSOCIATION, and shall be effective for the 2014-2015 and the 2015-2016 school years.

I SALARY SCHEDULE

Teacher shall mean all non-supervisory certificated teaching staff (pre-school, classroom, and specialist), counselors, psychologists, media specialists, and speech pathologists employed by the district, but excluding the technology coordinator.

The salary schedule for the teachers for the 2014-2015 school year shall be in accordance with Appendix A attached, with a base salary of \$32,400.00, and is based on 187 contract days.

The salary schedule for the teachers for the 2015-2016 school year shall be in accordance with Appendix A attached, with a base salary of \$33,275.00, and is based on 187 contract days.

Also, there will be included the additional assignment schedule for extracurricular and extra duties.

The parties mutually agree that this contract constitutes the entire agreement and understanding concerning all proper subjects of bargaining for the duration of the contract between the parties and supersedes all previous agreements. There are no oral agreements nor is the Agreement based upon any oral representation covering the subject matter of this Agreement. This contract shall not be modified, altered, changed, or amended in any respect unless in writing and signed by both parties.

II INSURANCE AND OTHER FRINGE BENEFITS

The insurance and other fringe benefits provided by the Board of Education shall be in accordance with Appendix B attached.

III SICK LEAVE

Each certified teacher shall be allowed ten (10) days sick leave per year that may be used for illness or disability of the teacher and may accumulate up to a maximum total of forty-five (45) days. A teacher may use up to fifteen (15) days of the accumulated total days of sick leave per year when an illness or disability relating to the teacher's spouse, child, parent, or person residing in the teacher's home necessitates the teacher's presence.

IV PERSONAL LEAVE

Each certified teacher shall be allowed two (2) days of personal leave per year. Unused personal leave may be accumulated to no more than a maximum total of four (4) days at any time. Requests for paid personal leave shall be submitted to the teacher's immediate supervisor. The request shall be made five (5) school days prior to the date for the leave. Only in the case of extreme emergencies will an exception be made as related to the five-day application. In the event that a request under the exception emergency rule is denied, the teacher may immediately appeal that denial to the Superintendent of Schools. Under no circumstances will personal leave be given for the beginning week or closing week of school. Personal leave may be taken on days before and after any scheduled vacations. Personal leave may be granted on in-service days with the approval of the administration. Each certified teacher will be paid for unused personal leave at the rate paid by the District to substitute teachers in effect at the time payment is made. Teachers would have the option of choosing reimbursement or a rollover for unused personal days at the end of each school year; however personal leave accumulated over two days will automatically be reimbursed.

V PROFESSIONAL LEAVE

Each certified teacher shall be allowed at least two (2) days of professional leave per year. The professional leave is to be used at the discretion of the employee, with the employee giving at least five (5) days' notice, with the approval of the Administration. Professional leave is to be used at the discretion of the teacher, with the teacher giving at least five (5) days' notice, with the approval of the administration. Professional leave is to be used for attending professional functions, observing other educational programs, or other programs which may reasonably be expected to enhance the teacher's professional capabilities. Should the administration require a teacher to attend a professional function, it will not be counted as the teacher's professional leave unless there is mutual agreement.

VI BEREAVEMENT LEAVE

Each certified employee shall be allowed bereavement leave. Five (5) days per occurrence, will be granted in the event of the death of children, spouse, parents, brother, sister, or person residing in the teacher's home.

Three (3) days, per occurrence, will be granted in the event of the death of grandparents, parents-in-law, son-in-law, daughters-in-law, brothers-in-law, sisters-in-law, grandchildren, aunts, uncles, nieces or nephews.

Let it be understood that the bereavement leave mentioned in the previous paragraphs will also include the settling of estates and matters pertaining thereto. The days mentioned do not have to be used consecutively.

One (1) day per year will be granted in the event of the death of a friend or relative (not covered in bereavement leave).

**VII
LEAVE LIMITATIONS**

Notwithstanding other provisions of this Agreement to the contrary, the Superintendent shall have the right to deny requested personal and professional leave under Articles IV and V of this Agreement if the number of teachers out of either building for leaves of absence under Article III through VII of the Agreement exceeds six (6) teachers, after the Superintendent has made reasonable efforts to accommodate the absence of more than six (6) teachers, regardless of whether there has been prior approval of the requested personal or professional leaves of absence. In determining which requested personal and professional leaves of absence to deny, the Superintendent shall first deny personal leaves of absence rather than professional leaves of absence and shall take into account the reasons for the requested leaves of absence, when the competing leaves of absence were requested, and the financial and other hardship on the teacher if the requested leave is denied. The librarian, guidance counselor, band teacher, and vocal music teacher shall be considered as teachers of both buildings for purposes of this Article VII.

**VIII
EXTRA DUTY**

When teachers are assigned to extra duties at school activities outside the regular school day, that teacher shall be paid .0012 of the base salary unless such duties are a part of the teacher's regularly compensated duties (Appendix C). If an extra duty exceeds three and one-half (3.5) hours, it shall be compensated as if it were two (2) extra duties. Supervisory duty assignments shall be made by the Activity Director.

**IX
TEACHING DURING PLANNING PERIOD**

When a teacher is assigned to spend a planning period covering another teacher's class, the teacher covering the class will be compensated at the rate of .001 of the base salary.

**X
OVERLOAD PAY**

Teachers who are required to teach an extra class period per day shall be compensated at the rate of six percent (6%) of base pay per semester. Let it be understood that this is meant to mean that a teacher having a full preparation period each day will not be considered for overload pay.

XI
INSTRUCTIONAL LEADERS AND DEPARTMENT CHAIRPERSONS

The appointment of Instructional Leaders in the Elementary School and the Secondary School and of Department Chairpersons in the Secondary School will be made on an annual basis. Each Instructional Leader and Department Chairperson shall be paid an amount equal to three percent (3%) of base salary.

XII
HOURS OF WORK

The board of education has established that the standard school day during the 2012-13 school year shall begin at 7:45 AM and conclude at 3:30 PM. The length of the school year and the standard school day are included in the negotiated agreement but their inclusion does not limit the board of education's right to change the length of the contract day for future school years. Further, it does not limit the board's, superintendent's and superintendent's designee's right to change days on the school calendar when necessary, schedule work outside the hours of the standard school day for reasons that include, but are not limited to, meetings of faculty members, meetings with parents, meetings with students, IEP conferences, conferences with administrators, and in-service meetings. The administration will schedule required in-service training on not more than an average of two (2) Fridays per month following dismissal of students from school. On those Fridays where there is no scheduled in-service training, teachers may leave at 2:30 PM.

XIII
PERSONAL USE OF DISTRICT OWNED EQUIPMENT

Staff who would like to use their laptops and/or Ipads for personal use during non-contract hours have the option to pay \$35 to cover any damage to the machines during that non-contract time. If the \$35 is not paid, the staff member is responsible for any damage incurred during the contract year because of non-school related use. The \$35 does not have to be paid if the computer is used only for school work.

XIV
GRIEVANCE PROCEDURE

- A. Any party covered by this Agreement shall, within thirty (30) days of the date he/she knew or should have known of the event, has the right to grieve a dispute as to any of the terms of this Agreement in the following manner:
1. Between the aggrieved party and his/her team leader, department chairperson, supervisor, or principal to whom he is directly responsible.
 2. If the aggrieved party is not satisfied with the disposition of step 1, that person may submit said claim to the person's immediate superior with a

copy to the Fort Calhoun Education Association. This shall be in writing and copies will be retained for the aggrieved person and the professional organization, within seven (7) calendar days, the person to whom the problem has been referred shall, in writing, render his/her decision. A copy of this shall be given to the Fort Calhoun Education Association.

3. If the aggrieved person is not satisfied with the decision or if no decision is rendered within the allotted time, the aggrieved person may appeal directly to the Superintendent.
4. In the event a dispute shall arise between the administration and the association with reference to the proper interpretation or application of the provisions of this Agreement and such a dispute was not resolved by Steps 1-3, then such dispute shall within thirty (30) calendar days of the initial filing of the grievance on the request of either party, be submitted to the Board of Education.

The Board of Education shall within thirty (30) calendar days conduct a hearing on the grievance and shall render a decision thereon within ten (10) calendar days following the hearing. Written copies of the decision shall be sent to the grievant, Superintendent of Schools, Principal of the grievant, and to the local offices of the Association.

- B. The aggrieved person shall have at his/her request, the assistance of the Fort Calhoun Education Association at any and all steps of the grievance including any hearings.

XV DURATION

This Agreement shall be in full force for the 2014-2015 and 2015-2016 school years. In the event that a new Agreement is not agreed to by both parties prior to the start of the succeeding school year, the terms of this contract shall remain in full force and effect until such new Agreement is put into effect.

XVI ENTIRE AGREEMENT

This Agreement sets forth the entire intent and understanding of all the parties hereto on the subject hereof.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this instrument to be executed as of the day and year first above written.

FORT CALHOUN EDUCATION
ASSOCIATION

FORT CALHOUN SCHOOLS BOARD
OF EDUCATION

APPENDIX A

FORT CALHOUN COMMUNITY SCHOOLS SALARY SCHEDULE AND SPECIAL PROVISIONS 2014-2015/2015-2016

A. EXPERIENCE

1. In evaluating a teacher's experience, no credit shall be given for fractional years of experience unless such fractional years add up to a full year's experience.
2. Degree Teachers. Credit may be given up to and including seven (7) years of outside experience to new teachers. The Board of Education at its option may allow less than seven (7) years of previous experience to teachers new to the system when (1) such experience is in a field other than that in which the new teacher will be employed, or (2) if that previous experience was more than six (6) years before the date of employment in the Fort Calhoun Community Schools.
3. In order to receive credit for experience gained in other systems, affidavits attesting to this experience may be required to be filed with the Superintendent. Affidavits must be signed by qualified persons, such as the Superintendent of the school in which the experience has been received.

B. TRAINING

1. Credit for training will be based on official transcripts of credit. These must be filed in the Superintendent's Office.

C. EXTRA SERVICES

1. Directors of special activities, summer activities and adult classes as determined by the Board of Education and who carry full teaching loads shall receive extra compensation above the regular schedule in accordance with the special provisions section of the salary schedule.

D. SCHEDULE A GUIDE

1. This schedule shall be considered as a guide for issuing teachers' contracts. The Board of Education may exceed the schedule to secure desirable teachers.

E. ADMINISTRATORS

1. Administrators will not come under the salary schedule.

F. ILLNESS

1. In cases of personal illness or illness in the family, the Superintendent may ask for a doctor's statement to verify the illness.

G. CHANGE IN CLASSIFICATION

1. Teachers may receive a new or amended contract if they become eligible for re-classification to a higher column on the salary schedule after indicating a move on the spring survey. A certified transcript of the credits earned, substantiating the move, must be presented to the Superintendent of Schools by September 15th of the school year in which the advance is to become effective.
2. Each vertical step represents one additional year of experience.
3. The movement across (horizontal) the salary schedule is limited to two columns per year.
4. Teachers may apply for reclassification on the salary schedule if and only if courses are in their field of teaching. All courses outside of the regular teaching area must be approved in advance by the Superintendent if they are to count toward horizontal movement on the salary schedule. Graduate hours applied toward the columns beyond the Master's Column must be earned after the Master degree has been awarded. Courses outside of the assigned teaching area may be approved if they are part of an approved degree program in a related area such as in elementary or secondary education. If the teacher and Superintendent are unable to agree on whether or not a course is to be counted for horizontal movement, a course description shall be obtained from the institution offering the course and a committee made up of one (1) elementary teacher, one (1) secondary teacher and the two (2) principals shall decide whether or not the course is related to the teaching area and should be counted for horizontal movement.
5. Teachers who are employed at the date this Agreement is signed may not be moved into a lesser position on the salary schedule even though credit may have been granted to them for hours which are unrelated to their current teaching assignment.

H. PERIOD OF EMPLOYMENT

1. The period of employment shall be stated in each contract, but in general, it will be understood to be one hundred eighty-seven (187) days. All salaries shall be paid on a twelve (12) calendar month basis, the first payment being on September 20th and continuing on the 20th of each succeeding month.

APPENDIX B

FORT CALHOUN COMMUNITY SCHOOLS FRINGE BENEFITS 2014-2015/2015-2016

A. HOSPITAL, MEDICAL AND DENTAL INSURANCE

The Fort Calhoun Community School District will pay the charged premium for hospital, medical and single dental insurance for teachers.

The District will pay up to and including one-half of the above stated amounts for employees who are regularly employed at least one-half time but less than full time. The Board will not contribute to hospital, medical and dental coverage for teachers who are employed less than one-half time. Note: Teachers who are employed on the date of this signing of the agreement shall receive contributions toward hospital, medical and dental coverage in direct proportion to the amount of time which they are employed; e.g., a three-fourths time teacher would receive three-fourths of the amounts mentioned in paragraph 1. The benefits shall be in accordance with the policy of insurance, and will be favorably comparable (equal) or better than the Blue Cross/Blue Shield teachers' policy (Blue Preferred PPO \$750 deductible).

B. LONG –TERM DISABILITY

The Fort Calhoun Community School District will make available a long-term disability insurance program. The policy will provide immediate coverage effective the day after the expiration of sick leave and will cover 66 2/3 of the contracted salary, and health and dental premium. All premiums will be paid by the teacher and will be mandatory for all certified teachers.

C. TERM LIFE INSURANCE

The Fort Calhoun Community School District will provide a Term Life Insurance policy for all certified teachers in the amount of \$20,000.

Be it further understood that a person, upon leaving the employment of the Fort Calhoun School District, may have the option of converting this policy to Ordinary Life and assume the premium costs.

D. SECTION 125 PLAN

The Board of Education shall offer a written cafeteria plan as defines in Section 125 of the Internal Revenue Code. The cafeteria plan shall require district teacher to choose one of these options: (a) accept employer-provided family health insurance; (b) accept employer-provided single health insurance with an

additional cash payment in the amount of \$2,900; (c) accept no insurance and receive a cash payment in the amount of \$2,900. The cash payment shall be subject to FICA taxes, disability insurance premium, and federal and state income tax but shall not be subject to the Nebraska Public Employee Retirement System deduction/payment. The District will pay annual renewal fees, and monthly administration fees. The plan will be funded by participating employees through payroll deductions.

Only those teachers under contract during the 2007-08 school year and receiving the additional cash payment of \$2,900 under the terms of the 2007-08 negotiated agreement may continue to receive such payment during the 2008-09 and subsequent school years. No staff member hired for the 2008-09 and in subsequent school years shall qualify for the additional cash payment. If a teacher receiving the additional cash payment of \$2,900 under the terms of the 2007-08 negotiated agreement changes insurance coverage in subsequent years, he/she cannot receive the \$2,900 cash payment.

E. TAX SHELTERED ANNUITIES

The Board of Education of the Fort Calhoun School District initiated on August 18, 1980, a voluntary program of participating tax sheltered annuities. In 2009, the terms 403b and investment savings were included to reflect current investment practices. To those persons who desire to benefit from TSA/403(b), the Board is joining in a participating investment-savings program. All of the contributions on the part of the teacher will be deducted monthly from the total amount of monthly salary. Board participation monies will be paid into the program on a monthly basis. Any person joining the staff must complete two years of successful teaching experience in the fort Calhoun Community School District to qualify.

EMPLOYMENT YEAR	EMPLOYEES SHARE	DISTRICT SHARE
3	\$400	\$100
4	\$400	\$200
5	\$400	\$300
6	\$400	\$400

F. MISCELLANEOUS

Persons deciding to drop out of a fringe benefit plan or program may do so only under the terms and conditions provided by such plan or program and will be permitted to re-enroll only under the terms and conditions, and at such times, as provided by such plan or program.

Appendix C

FORT CALHOUN COMMUNITY SCHOOLS
 ADDITIONAL ASSIGNMENT SCHEDULE
 2014-2015/2015-2016

ATHLETICS AND ACTIVITIES

POSITION	YEARS		
	1-3	4-6	7+
Head Girls/Boys Track	15%	18%	20%
Head Football	13%	15%	17%
Head Girls Basketball	13%	15%	17%
Head Boys Basketball	13%	15%	17%
Head Volleyball	13%	15%	17%
Head Wrestling	13%	15%	17%
Head Softball	13%	15%	17%
Head Girls/Boys Cross Country	11%	13%	15%
Head Girls Track	11%	13%	15%
Head Boys Track	11%	13%	15%
Head Baseball	13%	15%	17%
Instrumental Music	11%	13%	15%
Weight Lifting	9%	10%	11%
Cheerleading	9%	10%	11%
Head Golf	8%	9%	10%
Vocal Music	8%	9%	10%
Asst Softball	8%	10%	
Asst Football	8%	10%	
Asst Volleyball	8%	10%	
Asst Basketball	8%	10%	
Asst Wrestling	8%	10%	
Asst Track	7%	9%	
Asst Golf	5%	7%	
Asst Baseball	8%	10%	
Asst Cross Country	7%	9%	
Jr. High Football	5%	7%	
Jr. High Volleyball	5%	7%	
Jr. High Wrestling	5%	7%	
Jr. High Basketball	5%	7%	
Jr. High Track	5%	7%	

CLUBS AND ACTIVITIES

POSITION	YEARS	
	1-3	4-6
Speech	5%	6%
Drama	5%	6%
Yearbook	4%	5%
Pioneers in Control (PIC)	4%	5%
VICA (2)	4%	5%
FBLA (split)	4%	5%
Junior Class Sponsor (2)	3%	4%
Student Council	2%	3%
Jr. High Cheer	2%	3%
MCC	2%	3%
Dance Team	4%	6%
Quiz Bowl	2%	3%
Senior Class Sponsor	2%	3%
Science Fair	1%	2%
NHS	1%	2%
Spanish Club	1%	2%
PAC	0.5%	1.5%
10th Grade Class Sponsor	0.5%	
9th Grade Class Sponsor	0.5%	
8th Grade Class Sponsor	0.5%	
7th Grade Class Sponsor	0.5%	
Summer Band = \$1,000		
Vocational = \$500		

Dollar value calculated as a percent of the base salary (2014-2015 Base: \$32,400.00; 2015-2016 Base \$33,275).

