

# **NEGOTIATED AGREEMENT**

**Between**

**SCHOOL DISTRICT #145**

**And**

**WAVERLY EDUCATION ASSOCIATION**

**2023 – 2024**

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**NEGOTIATED AGREEMENT BETWEEN  
SCHOOL DISTRICT #145 AND THE  
WAVERLY EDUCATION ASSOCIATION**

This Agreement shall be effective as of the commencement of the 2023 – 2024 school year and shall continue in force and effect until replaced by a successor agreement. The undersigned parties agreeing further that all matters submitted for good faith negotiations have been satisfactorily resolved for the duration of said agreement.

The parties acknowledge, moreover, that this agreement is the result of the unlimited right and opportunity afforded each of the parties to make any and all demands and proposals with respect to the rates of pay, wages, and other conditions of employment, within the scope of mandatory bargaining items, as regards the unit of employees covered by this agreement.

Elementary teachers (K-5) will receive two additional planning days, one at the beginning of the first semester and one during the second semester.

SCHOOL DISTRICT #145:

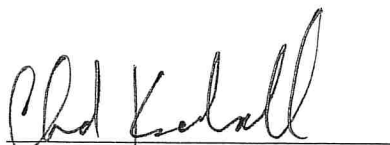
WAVERLY EDUCATION ASSOCIATION:

  
Chairperson, Negotiation Committee

  
Chairperson, Negotiation Committee

  
President, Board of Education

  
President, WEA

  
Secretary, Board of Education

  
Secretary, WEA

2/6/2023  
Date:

1/31/2023  
Date:

## ARTICLE I

### RECOGNITION

The Board of Education representing School District 145 recognizes and agrees that the Waverly Education association is the sole and exclusive negotiating agent for the District's non-supervisory certificated staff. Notwithstanding this recognition, the parties hereto understand and agree that any individual teacher, or groups of teachers, shall have the right at any time to present grievances to the District and to have such grievances adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this agreement, and provided the Association has been given the opportunity to be present at such adjustment.

The District agrees that it will not sign any contract, make any written agreement or recognize any other teacher representative for the teachers covered by this Agreement during the term of this Agreement.

The Association agrees that it will not associate, merge, or incorporate itself with any other association representing teachers with reference to the teachers covered by this Agreement during the term of this Agreement.

## ARTICLE II

### MANAGEMENT RIGHTS

In recognizing the Association as the exclusive formal representative as hereinbefore provided, the Board of Education retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities imposed upon and vested in it by the laws and the Constitution of the State of Nebraska and of the United States.

The exercise of the foregoing powers, rights, 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 such expressions of limitation relating to the unit as are contained in this Agreement and then only to the extent such expressed limitations are in conformance with the Constitution and the laws of the State of Nebraska and the Constitution and laws of the United States.

## ARTICLE III

### ASSOCIATION RIGHTS

Any authorized representative of the Association and its affiliates shall be free to visit the various places of employment of all of the teachers covered by this Agreement at reasonable hours and for reasonable periods of time for the purpose of carrying on their duties relating to the administration of this Agreement provided that:

1. They shall first notify the administrator or appropriate supervisor of such building who will provide a place for meetings with teachers;
2. There shall be no interference with the conduct of the operations in such buildings; and
3. No teacher shall be consulted when such teacher has direct classroom or other supervisory responsibilities.

Neither the Association, its members, nor its representatives shall visit such places of employment for the purpose of collecting Association dues or conducting Association business unrelated to the administration of this Agreement during working hours without the express consent and approval of the administrator.



## ARTICLE IV

### TEACHER RIGHTS

The Board and Association recognize the District's responsibility to comply with all applicable state and federal legislation and any rules or regulations promulgated pursuant thereto with regard to the employment of certificated employees, including applicable requirements with regard to certification, endorsement and similar qualifications, and recognize that the rights, duties and responsibilities of all parties involved shall be subject to such statutes, rules and regulations. The parties further recognize that the employment relationship of members of the Association is subject to all applicable state and federal rules and regulations promulgated pursuant thereto dealing with employment discrimination.

## ARTICLE V

### SALARY SCHEDULE PLACEMENT

The District shall recognize prior teaching experience in accredited elementary and secondary schools based upon a baccalaureate degree and certification.

Full experience and credit shall be given up to and including all years of experience. To qualify, such experience must have been within the preceding fifteen years and the teacher must have been employed under contract for at least .5 full-time equivalent per day and at least 150 days during each of such years.

Part-time teachers will be paid on the basis of their placement on the salary schedule, in proportion to the actual fraction of the school day that they are on duty. Part-time teachers are to receive also fringe benefits proportionate to their service, with respect to criteria mandated by law. In addition, part-time teachers are to receive paid planning periods proportionately equal to full-time teachers with similar teaching assignments.

Beginning with the 2005 – 2006 contract year, the teacher shall progress one experience step from his/her previous placement if such step exists on the schedule.

The teacher may progress to the appropriate column based upon verified completion of course work by October 1 in any of the following areas, with the exception that, effective with the 1989-90 Contract Year, hours for column movement beyond the Master's Degree must be taken after said degree is completed.

1. Graduate hours from a regionally accredited college/university beyond the Baccalaureate Degree that are in the teacher's assigned field;
2. Graduate hours from a regionally accredited college/university beyond the Master's Degree that are part of an approved program in the teacher's assigned field;
3. Graduate hours from a regionally accredited college/university beyond the baccalaureate or masters, as approved by the superintendent of schools, in Curriculum Development, Instructional Techniques, Special Education, Library/Media Science, Guidance & Counseling, Educational Psychology, School Administration, and Technology;
4. Distance learning and online courses meeting NDE requirements are acceptable for movement on the salary schedule.

With respect to the annual automatic incremental increase as set forth in the Salary Schedule, a teacher must teach at least thirty (30) days more than one semester to be entitled to the incremental increase for the following year; thirty (30) continuous days within one semester to be entitled to a one-half step advancement.

The Salary Schedule applicable during the term of this Agreement is attached hereto and made a part hereof as Attachment "A", (Salary Schedule) and Attachment "B", (Extra-Duty Schedule).

Career increments shall be granted for fifteen (15) years of service in School District 145, based on the previous year's salary excluding extra-duty and extended contracts. As shown on the salary schedule, the teacher will receive the applicable career increment after the teacher has been frozen for one (1) year at the last step in column BA 36/MA (1.0%), MA+9 (1.25%), MA+18 (1.50%), MA+27 (1.75%), and MA+36 (2.0%).

## **ARTICLE VI**

### **INDIVIDUAL TEACHER'S CONTRACT**

Individual contracts, Attachment "C", shall be consistent with the applicable statutes, rules and regulations and the terms of this Agreement and shall be signed in duplicate by the teacher and Board Secretary with one copy retained by the teacher and the other kept on file in the superintendent's office.

The salaries shall be paid in twelve (12) equal installments with the pay date to fall on the 8th day of each month. Should the 8th fall on a weekend, holiday, or non-work day for teachers, the pay date shall be the last teacher's work day prior to the weekend, holiday, or non-work day for teachers. The pay date will be no earlier than the 5th day of the month. Computation of the teacher's daily wage shall be determined by dividing the teacher's scheduled salary by 186. The daily rate of teachers who are on extended contracts will be determined by the daily rate of 1/186th of the scheduled salary, it being understood that that portion of such teacher's contract which constitutes an "extended contract" will not be included in determining the daily rate.

In case of an extended absence or absences, the district shall continue to pay the individual monthly teacher daily pay rate for thirty (30) contract days after the teacher has exhausted his/her sick leave days, or fewer if the teacher is approved for long-term disability. Salary adjustments will be made accordingly after thirty days and communicated to the employee. Additional adjustments may be necessary after the Executive Council of the Waverly Education Association presents the Superintendent's Office a list of teachers who will receive days from the Sick Leave Bank. The individual teacher retains the responsibility to reimburse the District for any compensation received in excess of the appropriate amount.

## **ARTICLE VII**

### **PERSONNEL FILES**

The teacher shall have the right, upon request and at normal office hours, to review the contents of his/her personal files and to receive copies of any documents contained therein. Any other persons authorized by the Superintendent to examine the files must affix their signatures and the date to the copy or copies examined.

No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file unless the teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the content thereof. The teacher shall also have the right to submit a written answer to such material which shall be reviewed by the Superintendent or Designee and attached to the file copy.

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar materials, it shall not establish any separate personnel file which is not available for the teacher's review.



## ARTICLE VIII

### INSURANCE PROGRAMS

#### A. Health Insurance

The District shall provide a group hospitalization and group dental insurance plan for all teachers electing to be covered by such insurance.

Dental coverage shall be available, but the teacher shall pay the difference between single dental (\$29.54 per month) and employee spouse dental (\$62.00 per month) or \$32.46, employee child(ren) dental (\$54.61 per month) or \$25.07, or employee family dental (\$83.29 per month) or \$53.75 for the 2023-24 year.

For teachers who are less than full-time, the School District shall pay the amount of health insurance premium that relates to their full-time equivalent; such teachers may elect to pay the balance of the premium.

The School District has selected Blue Cross Blue Shield as the insurer of the group health plan. Beginning on January 1, 2018, and for contract years thereafter, insurance coverage is a Dual Option. Options for coverage shall be equal to the \$1,050 Deductible Plan or be equal to the \$3,800 Deductible HSA – Eligible Plan (Dual Choice Only). The District agrees to deposit into the employee's Health Savings Account, for employee's who elect the \$3,800 High Deductible HSA – Eligible Plan (Dual Choice Only), 100% of the realized premium savings. The current premium required, for the \$1,050 Deductible Plan, is \$762.11 per month for individual teacher coverage, \$1,600.44 per month for employee spouse coverage, \$1,409.92 per month for employee child(ren) coverage, and \$2,148.98 per month for employee family coverage for the 2023 - 2024 year. The current premium required, for the \$3,800 High Deductible HSA – Eligible Plan (Dual Choice Only), is \$643 per month for individual teacher coverage, \$1,350.33 per month for employee spouse coverage, \$1,189.59 per month for employee child(ren) coverage, and \$1,813.14 per month for employee family coverage for the 2023 - 2024 year. In the event a teacher terminates employment with the district or was previously employed or will be employed by another Nebraska district utilizing the same health plan, the district may negotiate health plan start and/or termination dates and payment of premiums provided there is no lapse in coverage to the teacher.

#### B. Income Protection

The District shall provide an income protection plan at no cost to the teacher with benefits at least equal to the currently in-force policy. It is noted that the currently in-force-income protection plan is provided by Madison National Life Insurance Company. A copy of the face of the policy is attached as Attachment "E".

#### C. Life Insurance

The District will provide each teacher with a (\$20,000), twenty-thousand dollars, term-life insurance policy. For less than full-time teachers the District will pay a premium amount proportionate with the teacher's full-time equivalency, the balance of the premium to be paid by the teacher, else the teacher may decline the coverage. The company selected by the District to provide said life-insurance program is Madison National Life Insurance Company.

## ARTICLE IX

### GRIEVANCE PROCEDURES

#### A. Purpose

The Purpose for which these grievance procedures are established:

1. To reduce the potential areas of conflict among teachers, administrators and the Board of Education;
2. To provide communication through recognized channels among administrators, teachers, the Association and the Board of Education; and
3. To develop improved morale and effectiveness of teachers.

#### B. Definition of Terms

1. Grievance shall mean a claim based upon an event or condition which affects the terms and conditions of employment of a teacher or a group of teachers, and/or the interpretation, meaning, or application of any of the policies, rules, regulations, or professional negotiation contracts of the District.
2. Aggrieved person shall mean the teacher or teachers stating the grievance.
3. Party-in-Interest shall mean the aggrieved person, and any other person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
4. Association shall mean the Waverly Education Association.

#### C. Procedures

The following procedure shall be used in the submission of grievances as defined in "B":

1. If a teacher or teachers believes that there is a grievance, the individual shall first discuss the matter with the building administrator in an effort to resolve the problem.
2. The aggrieved person may have a representative of the Association assist him/her in efforts to resolve the problem informally with the administrator.
3. If an aggrieved person is not satisfied with the disposition of the problem, or if no decision has been rendered following five school days after stating the grievance in the informal procedure, the person may submit the claim within seven school days as a formal grievance, in writing, to the building administrator.
4. The building administrator shall, within five school days, render a decision and the reasons therefore in writing to the aggrieved person with a copy to the President of the Association and to the Superintendent of Schools.
5. A teacher, who is not directly responsible to a building administrator, shall submit the formal grievance claim to the administrator to whom that person is directly responsible.
6. If the aggrieved person is not satisfied with the disposition of the grievance, or if no decision has been rendered within five school days after the presentation of the grievance in writing, the person may within seven school days appeal the written grievance to the Superintendent of Schools.
7. The Superintendent of Schools shall act for the administration of this level of the grievance procedure. Within ten school days after receipt of the written appeal for a hearing by the Superintendent, the Superintendent shall meet with the aggrieved person for the purpose of hearing the grievance. A record



of such hearing shall be kept by the Superintendent and made available to the parties involved upon request. The Superintendent shall, within five school days following the hearing, render a decision and the reasons therefore, in writing, to the aggrieved person, with a copy to the President of the Association.

8. If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent, or if no decision has been rendered within five school days after submission to the Superintendent, the person may within seven school days, appeal the grievance to the Board of Education.
9. Within thirty school days after receiving the written appeal, the Board of Education shall meet with the aggrieved person for the purpose of hearing the matter. Within five school days following submission of the matter, the decision of the Board of Education shall be rendered in writing.

D. Rights of Teachers to Representation

Any party-in-interest may be represented at all stages of the grievance procedure by a representative of the Association. When a teacher is not represented by the Association, the Association shall have the right to be present to state its views at all stages of the grievance procedure.

E. General Provisions

1. If the written grievance is not filed within thirty (30) calendar 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.
2. A grievance may be withdrawn at any level without prejudice.
3. No reprisals of any kind shall be taken by the District, by any member of the administration, or the Association, against any party-in-interest or any other participant in the grievance procedure by reason of such participation.
5. The forms appended thereto shall be used for the processing of any grievance and are noted as Attachment "F".

## ARTICLE X

### LEAVE PROVISIONS/SEVERANCE PAY

A. Funeral Leave

The District shall grant annually to each teacher the use of three (3) paid, funeral-leave days. An additional two (2) days, if necessary, may be taken from available sick leave. Teachers may exercise their own discretion in deciding what funeral(s) to attend but must submit the name of the deceased and the date and location of the services. Funeral-leave days may not be used in less than one-half day increments.

B. Sick Leave

Each teacher shall be eligible for eight (8) days sick leave per year without loss of pay accumulative to sixty (60) days. The time granted under this leave may be used for personal illness or serious illness or death in the teacher's immediate family. Accumulation of sick leave shall mean:

1. The addition of eight (8) days to prior accumulated days, not to exceed sixty (60) total days.
2. The definition to be used with reference to sick leave for family is spouse, child, parent, in-laws, or any household resident of the employee's home for whom the employee has legal responsibility.

3. Requests for sick leave or funeral leave for any of the above conditions will apply to use of allowable days. Requests for sick leave or funeral leave for any reason not stated in the above conditions may be granted under the personal leave provisions of this agreement.

#### 4. Sick Leave Bank:

Any faculty member of District #145 may belong to the sick leave bank if he/she agrees to donate one full day of his/her annual or accumulated sick leave to the bank each year that he/she wishes to participate in the plan. Days donated to the bank may not be withdrawn if the member decides to withdraw from the plan at a later date. Membership will only be taken during the first five (5) days (working days) of the teacher's contract.

The association agrees to provide the Office of the Superintendent with a list of those members of the teaching staff who agree to donate one day of their annual or accumulated sick leave to the Sick Leave Bank. This list will be made available on the end of the fifth working day of the contract year. The Superintendent's Office agrees to be responsible for the bookkeeping necessary for the Sick Leave Bank.

Any member who has contributed to the plan in the current contract year may draw out days of sick leave only after he/she has expended the sum of his/her annual and accumulated sick leave. Unused days in the bank will expire at the end of the contract year.

When any participating member has used the entire amount of his/her annual and accumulated sick leave, application may be made to the Executive Council of the Education Association requesting additional days of sick leave. Valid applications for additional sick leave will be granted by the Executive Council, and a withdrawal will be made from the Sick Leave Bank in the amount requested whenever possible. Withdrawals are not limited to the number of days deposited by the individuals, but are based on the number of days requested. The Application Form is attached as Attachment "D".

By June 20, the president of the Education Association will give to the Superintendent's Office a list of teachers who will receive days from the Sick Leave Bank. Payroll adjustments will be made in July, July and August, or August paychecks.

The District agrees to honor days of sick leave granted by the Executive Council of the Association, in amount not to exceed the total number of days donated by the members of the Sick Leave Bank.

The days of sick leave granted by the Sick Leave Bank are intended to be used only in case of personal illness or injury and or other conditions noted in the Negotiated Agreement under sick leave.

Teachers working beyond the regular 186-day contract will be excluded from the provisions of the Sick Leave Bank, during their extended contract period.

### C. Personal Leave

The District shall grant to each teacher the use of four (4) days unrestricted leave annually, without loss of pay, for personal and/or emergency situations. Unrestricted-day requests may be used only in full or half-day increments; i. e. two days; one and one-half days; one day; or one-half day. Unrestricted-day requests may be utilized by the teacher for any reason deemed necessary. Smaller segments of time may be granted at the discretion of the superintendent in instances where a half day of leave is not necessary.

1. Advance written notice shall be given to the building administrator and forwarded to the office of the superintendent, by the administrator, at least five (5) days prior to the anticipated date of leave. Advance notice may be waived in emergency situations as determined by the building administrator.
2. Unrestricted leave requests will be honored on a first-come, first-served basis. Employees must use unrestricted leave prior to utilizing non-paid leave.



3. On any given day the number of personal leaves shall not exceed (2) at any elementary building, (2) at the intermediate building, (3) at the 6-8 middle school, and (3) at the 9-12 high school.
4. Such days shall not be allowed on:
  - a. The school day immediately before or after:
    - i. Labor Day weekend
    - ii. Thanksgiving break
    - iii. Christmas break
    - iv. Easter break
    - v. Memorial Day weekend.
  - b. The first day or last day of each semester
  - c. In-service days
  - d. Parent-teacher conferences
  - e. First five contracted days of the school year with students
  - f. Last five contracted days of the school year with students
  - g. Any date when an administrator determines that qualified substitute teachers are not available because of the number of staff absences on any particular day (e.g., field trips, student activities, funerals, etc.).
5. Any exception to Items 3-4 in this section will be made on a case-by-case basis and with the approval of the Superintendent of Schools.
6. The district shall reimburse the equivalent of daily substitute pay to teachers who do not use their unrestricted days. The first unused personal day of leave shall be used to accumulate sick leave to the maximum sick leave allowed. Up to three (3) unused personal leave days shall be reimbursed with payment to be included in the July payroll check.

D. Association Leave

Upon notification to the superintendent, a representative from the WEA shall be granted up to two days of leave per year to be used for association business as determined by the WEA Executive Committee.

E. Adoption Leave

Adoption leave will be ten (10) days without loss of pay for child adoption. An additional ten (10) days from accumulated sick leave may be granted at the discretion of the superintendent. If more time is needed, the employee may apply for non-paid leave. Any request for adoption leave must be initiated sufficiently in advance to allow the building principal to plan for the teacher's absence. If both husband and wife are employees of the district, the leave will be granted to both individuals.

F. Leave of Absence With-out Pay

A teacher who has been on the staff for three (3) or more years may be granted a leave of absence without pay for a period of up to one (1) year. Requests for leaves of absence must be submitted in writing no later than March 15 and will be submitted to the Board of Education at the April Board Meeting for review. A written request for a leave of absence shall contain a statement setting forth the purpose for which such leave is sought.

Scheduled increment, adjustments in salary, and other credits are not allowed for such leave.

A teacher desiring to return from any such leave extending for a period of one year shall give written notice of that desire to return to employment no later than March 1 of the year in which the teacher is on such leave, and, provided such written notice is given, such teacher shall be restored to the former position held or to one comparable.

A teacher may be granted a leave of absence of less than one year. The teacher request shall contain a statement setting forth the reasons and the time of return. A teacher will be returned to the original teaching position from such leave.

All benefits to which a teacher was entitled at the time the leave of absence commenced, including unused accumulated sick leave, approximate placement on the standard salary schedule based upon years of experience in the school district, and graduate hours for horizontal movement shall be granted. No benefits shall accrue during the period of the leave.

#### G. Severance Pay

Teachers with ten or more years within the District will, upon leaving the District, unless terminated for just cause, receive twenty (20) dollars for each unused sick-leave day, such sum to be added to the teacher's final paycheck from the District.

### **ARTICLE XI**

#### Tax Deferred Annuities

There shall be a WEA committee entitled 403b Custodial Accounts. The responsibility of this committee shall be to provide information and handle all contacts and phone calls from company agents. One WEA member will be designated as the official contact for the 403b Custodial Accounts Committee.

It shall be the responsibility of the annuity owner to notify his/her agent or company in regard to changes within the 403b account. The 403b IRS code allows the annuity owner to change the dollar amount within an account once per calendar year.

The number of designated companies shall not exceed ten (10). Eight of these companies shall be selected by the WEA and two of these companies shall be selected by School District 145. The current companies which offer a variety of investments and savings opportunities selected by the WEA are: 1. Ameriprise Financial; 2. Horace Mann; 3. Lincoln National Life; 4. Security Benefit; 5. T. Rowe Price; and 6. Waddell and Reed. The companies selected by School District 145 are: 1. New York Life.

By December 15 of each year the WEA will notify the Central Office if there are any changes in the list of companies. The companies selected will be available for enrollment for the following school year.



**Attachment A**  
**2023-2024 Salary Schedule**

\$38,600									
STEP	BA	BA+9	BA+18	BA+27	BA+36/MA	MA+9	MA+18	MA+27	MA+36
1	1.00	1.04	1.08	1.12	1.16	1.2	1.24	1.28	1.32
	\$38,600	\$40,144	\$41,688	\$43,232	\$44,776	\$46,320	\$47,864	\$49,408	\$50,952
2	1.05	1.09	1.13	1.17	1.21	1.25	1.29	1.33	1.37
	\$40,530	\$42,074	\$43,618	\$45,162	\$46,706	\$48,250	\$49,794	\$51,338	\$52,882
3	1.10	1.14	1.18	1.22	1.26	1.30	1.34	1.38	1.42
	\$42,460	\$44,004	\$45,548	\$47,092	\$48,636	\$50,180	\$51,724	\$53,268	\$54,812
4	1.15	1.19	1.23	1.27	1.31	1.35	1.39	1.43	1.47
	\$44,390	\$45,934	\$47,478	\$49,022	\$50,566	\$52,110	\$53,654	\$55,198	\$56,742
5		1.24	1.28	1.32	1.36	1.40	1.44	1.48	1.52
		\$47,864	\$49,408	\$50,952	\$52,496	\$54,040	\$55,584	\$57,128	\$58,672
6		1.29	1.33	1.37	1.41	1.45	1.49	1.53	1.57
		\$49,794	\$51,338	\$52,882	\$54,426	\$55,970	\$57,514	\$59,058	\$60,602
7			1.38	1.42	1.46	1.50	1.54	1.58	1.62
			\$53,268	\$54,812	\$56,356	\$57,900	\$59,444	\$60,988	\$62,532
8				1.47	1.51	1.55	1.59	1.63	1.67
				\$56,742	\$58,286	\$59,830	\$61,374	\$62,918	\$64,462
9					1.56	1.60	1.64	1.68	1.72
					\$60,216	\$61,760	\$63,304	\$64,848	\$66,392
10					1.61	1.65	1.69	1.73	1.77
	½ Step	\$965.00			\$62,146	\$63,690	\$65,234	\$66,778	\$68,322
11					1.66	1.70	1.74	1.78	1.82
					\$64,076	\$65,620	\$67,164	\$68,708	\$70,252
12					1% (\$631)	1.25% (\$807)	1.5% (\$992)	1.83	1.87
								\$70,638	\$72,182
13								1.75% (\$1,217)	1.92
									\$74,112
									2% (\$1,459)

Negotiated career increments for 15 years of service in School District 145, based on the previous year's salary excluding extra-duty and extended contracts.

## Attachment B Extra Duty Pay Schedule

The Extra-Duty Pay Schedule is calculated using the Teachers' Salary Schedule Base Salary from the prior year. For 2023-24 (2022 – 2023 = \$38,000).

- A. Any newly created assignment will be listed when approved by the Board of Education. It will be assigned a category and level according to its area of responsibility as determined by the Board of Education.
- B. Verified prior experience in the same assignment will be used to determine initial placement on the Extra-Duty schedule. To qualify, such experience must have been within the preceding fifteen years and the most recent experience must be within the preceding ten years.
- C. Teachers of District 145 shall accept occasional duty assignments as given by the administration and receive a minimum of \$28 per occasion for the first three hours of the event. Any time over the three hours will be paid at minimum wage per hour calculated in fifteen-minute intervals. The Activities Director shall set the beginning duty time for all events. It shall be the responsibility of the employee to submit, in writing, any hours worked over the three hours. If the employee does not submit a request for the additional hours, the minimum stipend amount will be paid. Occasional duty assignments are defined as ticket selling, clock operator, scorebook keeper, game supervision, line judge (VB), bus sponsors, and activity supervision by a non-sponsor. The position of home site / game administrator will receive \$56 per occasional duty. Junior varsity events followed by varsity events (back-to-back) will be paid at \$40 per occasional duty.
- D. Every year, beginning with the 2000-2001 school year, the Board of Education and WEA agree to review the Extra-Duty schedule.

### EXTRA-DUTY CATEGORY INDEX 2023-24

Category	Level 1	(1-2 Yrs)	Level 2	(3-4 Yrs)	Level 3	(5-6 Yrs)	Level 4	(7+ Yrs)
I	1.00%	\$380	1.50%	\$570	2.00%	\$760		
II	2.50%	\$950	3.00%	\$1,140	3.50%	\$1,330	4.00%	\$1,520
III	4.25%	\$1,615	4.75%	\$1,805	5.25%	\$1,995	5.75%	\$2,185
IV	4.75%	\$1,805	5.25%	\$1,995	5.75%	\$2,185	6.25%	\$2,375
V	6.50%	\$2,470	7.00%	\$2,660	7.50%	\$2,850	8.00%	\$3,040
VI	8.25%	\$3,135	8.75%	\$3,325	9.25%	\$3,515	9.75%	\$3,705
VII	14.00%	\$5,320	14.50%	\$5,510	15.00%	\$5,700	15.50%	\$5,890
VIII	15.75%	\$5,985	16.25%	\$6,175	16.75%	\$6,365	17.25%	\$6,555

### **CATEGORY I**

MS Student Council  
Math-counts (Split)  
MS Art  
HS Art  
HS Science  
Drama  
SADD (2)  
Spanish  
History  
Quill & Scroll  
7-8 Boys Intramural  
Basketball (2)  
7-8 Girls Intramural  
Basketball (2)  
7-8 Girls Intramural  
Volleyball (2)  
Slam Poetry

### **CATEGORY II**

Academic Teams  
Teammates Coordinator (2)  
Junior Class Sponsor  
MS Musical Director  
MS Instrumental Music  
MS Jazz Band  
National Honor Society  
Elementary Music Performance (2)

### **CATEGORY III**

Assistant Unified Bowling  
Pep Band  
Fall Assistant Play Director  
HS Student Council (Split)  
HS Concert Band  
HS Jazz Band  
HS Swing Choir  
Assistant Unified Track  
7-8 Assistant Cross Country

### **CATEGORY IV**

Choir and Vocal  
Assistant Boys Golf  
Assistant Girls Golf  
Assistant Boys Tennis  
Assistant Girls Tennis  
Assistant Cheerleading  
Assistant Speech  
Assistant Strength Coach –Fall (2)  
Winter (2) Spring (2)  
Head Unified Bowling  
Head Unified Track  
Robotics  
7-8 Boys Football (6)  
7-8 Girls Volleyball (4)  
7-8 Boys Basketball (4)  
7-8 Girls Basketball (4)  
7-8 Boys Wrestling (2)

7-8 Girls / Boys Track (5)  
7-8 Cross Country

### **CATEGORY V**

Assistant Marching Band  
Fall Play Director  
Hi Spot/Viking  
FCCLA  
HS Musical Director (2)  
Head Dance Team  
Head Boys Bowling  
Head Girls Bowling  
Skills USA  
FBLA  
One Act Play Director  
Assistant Marching Band – Color  
Guard (2)  
Assistant Marching Band –  
Frontline  
Assistant Marching Band -  
Drumline

### **CATEGORY VI**

Assistant Boys Football (7)  
Assistant Boys Baseball (2)  
Assistant Boys Basketball (2)  
Assistant Boys Wrestling (2)  
Assistant Track (6)  
Assistant Boys Soccer  
Assistant Girls Volleyball (2)  
Assistant Girls Basketball  
Assistant Girls Soccer  
Assistant Girls Softball  
Assistant Cross Country  
Head Boys Golf  
Head Boys Tennis  
Head Girls Golf  
Head Girls Tennis  
9th Boys Football (2)  
9th Boys Basketball  
9th Girls Volleyball  
9th Girls Basketball  
Marching Band  
FFA  
Head Speech  
Head Cheerleading

### **CATEGORY VII**

Head Boys Soccer  
Head Girls Soccer  
Head Girls Softball  
Head Cross Country  
Head Baseball  
Head Strength Coach  
Fall, Winter, Spring

### **CATEGORY VIII**

Head Boys Football  
Head Boys Basketball  
Head Girls Basketball  
Head Boys Wrestling  
Head Girls Volleyball  
Head Track

## Attachment C Teacher Contract

**THIS CONTRACT** made by and between the Board of Education of Lancaster County School District 55-0145, hereinafter referred to as the "District" and \_\_\_\_\_, a legally qualified teacher, hereinafter referred to as the "Teacher".

**WITNESSETH:** That the Board of Education hereby agrees to employ the Teacher above-named for a school year, which shall begin on or about August 4, 2023 and end on or about May 31, 2024, and shall consist of 186 days of service including at least 175 teaching days. The 186 days of contract service shall be determined by the school calendar as adopted and amended by the Board of Education or as assigned. The Teacher shall provide official verification of prior years credited service. The Teacher hereby agrees to accept such employment to a 1.0 FTE staff position with an initial teaching assignment of \_\_\_\_\_ which assignment shall be subject to the provisions of paragraphs SECOND and THIRD below, at a salary of \$ \_\_\_\_\_ and under the following conditions.

**VIZ:**

**FIRST:** The salary of the Teacher shall be payable in Twelve (12) equal installments. The first installment shall be payable on the 8<sup>th</sup> day of September, 2023, and the remaining installments shall be payable on the 8th day of each month thereafter.

**SECOND:** The Teacher hereby agrees to be governed by the policies of the Board of Education of the District and the teaching duties to be performed by him/her under this Contract shall be subject to assignment by the Superintendent of the District with the approval of the Board; and further agrees to devote full time, during days of school to his/her position and in all respects to diligently and faithfully perform the assigned duties as teacher to the best of his/her professional ability. Regular dependable attendance is an essential function of the Teacher's position.

**THIRD:** In addition to the normal duties traditionally required of teachers, the Teacher may be assigned such "extra duty" assignments as defined by Board Policy, which shall be upon such terms and conditions and at such additional rate of compensation as the Teacher and the District may agree upon; provided, that the Teacher shall not unreasonably refuse to accept such assignments.

**FOURTH:** During a school year covered by this agreement, in the event the Teacher violates any of the provisions of this agreement, or performs any act or does anything which is materially harmful to the employer, or which substantially inhibits the Teacher's ability to discharge the duties as set forth herein including, but not limited to, (a) becoming legally disqualified to teach in the State of Nebraska; (b) participation in any fraud; (c) causing any intentional damage to property; (d) engaging in any unlawful act; (e) becoming physically or mentally disabled; (f) insubordination; (g) neglect of duty; or (h) immorality; then the Teacher may be discharged; provided the Teacher has been given the cause or causes for discharge in writing and has been given an opportunity for and due notice of a hearing before the Board prior to official action being taken. Nothing contained herein shall prevent the suspension of the teacher, with pay, for his/her duties during the pendency of such proceedings.

**FIFTH:** That upon cancellation of this Contract for any cause, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to 186 days of service. Any unearned fractional portion of an installment paid but not earned prior to cancellation of the Contract shall be refunded by the Teacher.

**SIXTH:** There shall be no penalty for release or resignation by the Teacher from this Contract; provided no resignation shall become effective until the close of the school year unless accepted by the Board of Education of the District and the Board shall fix the time at which the resignation is to take effect.

**SEVENTH:** This Contract shall conform to the regulations governing deductions from the above-stated compensation with reference to Withholding Tax, Social Security and Teacher's Retirement. Other deductions may be withheld as agreed to by the parties to this Contract.



**EIGHTH:** The Teacher hereby affirms that he/she is not under contract with another School Board or Board of Education within this State covering a part or all of the same time of performance as is contemplated by this agreement. The Teacher further affirms that at the beginning of the term of this Contract he/she holds or will hold a NEBRASKA TEACHING CERTIFICATE, which is or will be in full force and effect for the period covered by this Contract. It is understood and agreed that this Contract is not valid until the Teacher's Certificate, as herein listed, is registered in the School District Administrative Offices and that the Teacher shall not be compensated for any services performed prior to the date of registration of this certificate.

**NINTH:** The terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may be mutually agreed upon by and between the Board and teachers or a duly recognized collective bargaining agent for said teachers, and said agreement, when reduced to writing, and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

**TENTH:** Hereafter, this Contract may be continued by a separate, annual written "Renewal Agreement", which shall incorporate all the provisions hereof by reference, except as stated on such Renewal Agreement. Renewal Agreements must be executed by the Teacher and delivered to the Superintendent of Schools or the Secretary of the Board of Education of the District within fifteen (15) calendar days of receipt thereof from the District. Said Renewal Agreement shall not be offered to the Teacher prior to March 15. Contract renewal, amendment, termination or cancellation shall also be subject to the requirements of Sections 79-824 through 79-842, as amended from time to time, and any other applicable statutes.

**ELEVENTH:** The failure to return a signed copy of the Contract or Renewal Agreement to the Secretary of the Board of Education or the Superintendent of the District on or before \_\_\_\_\_ shall constitute a rejection by the Teacher of the offer of employment.

Executed \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
 Month Day Year  
 Teacher's Signature

Executed \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
 Month Day Year

Lancaster County School District 55-0145

Attest:

\_\_\_\_\_  
 Secretary

SALARY		\$
EXTENDED CONTRACT		\$
EXTRA DUTY		\$
TOTAL		

Attachment D

**Request for Withdrawal of Sick Leave Days from the Bank**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**School:** \_\_\_\_\_

**Request** \_\_\_\_\_ **number of days for withdrawal.**

**Number** \_\_\_\_\_ **of personal days used during the current school year.**

**Reasons for Usage of Days Prior to Request:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reasons for Request of Additional Days from Sick Leave Bank:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Requests will be acted upon by Executive Council)**

**Approved By:** \_\_\_\_\_

**Date :** \_\_\_\_\_

# Attachment E

## Schools Insurance Fund Joinder Agreement

### SCHOOLS INSURANCE FUND JOINDER AGREEMENT FOR LONG-TERM DISABILITY INSURANCE

The undersigned Group and the Administrator of the Schools Insurance Fund (the "Trust") agree that the following choice of Plan and Options shall constitute its Program as an Employer.

The Plan is as follows:

#### Section I

1. Participating Employer	Waverly School District 145
2. Group Number (Carrier ID)	GN90338
3. Eligible Class	01-All Active Full-Time Employees
4. Effective Date	June 1, 2007
5. Initial Premium Rate (Monthly)	300 % of covered payroll
6. First Renewal Date	June 1, 2010
7. Annual Insured Earnings	\$135,000
8. Maximum Monthly Benefit	\$7,500
Rate Change Notification	60 Days (Standard)
Employment Waiting Period	First Day of Active Work
Employer Contribution	100% Employer Paid
Eligible Employee	Minimum 20 hours per week
Continuity of Coverage	Applies per Group Policy Endorsement No. 6
Elimination Period	60 Consecutive Calendar Days
Definition of Disability (First Stage)	60 Consecutive Months
Maximum Benefit Period	See Section II
Plan Monthly Benefit Percentage	66-2/3% of Monthly Earnings
Minimum Monthly Benefit	Greater of \$100 or 10% of Gross Mo. Benefit
Individual Effective Date	See Section II
Individual Termination	See Section II
Documentation of Other Specified Income	Standard
Minimum Participation	100%
Break Feature	Break Feature - Option 1A Applies
Yearly Salary/Monthly Earnings	Base Wage Only (2A) / 1/12 of Yearly Salary (3B)
Monthly Benefit	Full Family Direct (4B)
Other Specified Income	General Freeze (Option 5B)
Sick Leave	Total Disability or Sick Leave/Min Benefit (6B)
Recurrent Disability	Applies Per Policy
Rehabilitation	See Section II
Survivor Benefit	See Section II
Partial Loss of Income	See Section II
Pregnancy	Full Maternity (11B)
Pre-Existing Condition Exclusion	3 mos/3 mos/12 mos (12B)
Mental & Emotional/Substance Abuse	Standard (13A)

Attachment F  
Grievance Form A

**FORMAL GRIEVANCE PRESENTATION**

**(Level II – Step 1)**

**(To be completed by aggrieved person within  
30 days after the aggrieved knew or should  
have known of the act or condition on which  
the grievance is based.)**

**AGGRIEVED PERSON** \_\_\_\_\_ **DATE OF PRESENTATION** \_\_\_\_\_

**HOME ADDRESS OF AGGRIEVED PERSON** \_\_\_\_\_

**SCHOOL** \_\_\_\_\_ **PRINCIPAL** \_\_\_\_\_

**SUBJECT AREA OR GRADE** \_\_\_\_\_

**NAME OF ASSOCIATION**  
**SCHOOL REPRESENTATIVE** \_\_\_\_\_

**STATEMENT OF GRIEVANCE:**

**ACTION REQUESTED:**

\_\_\_\_\_  
Signature



# GRIEVANCE FORM B

## DECISION

AGGRIEVED PERSON \_\_\_\_\_ DATE OF PRESENTATION \_\_\_\_\_

SCHOOL \_\_\_\_\_ PRINCIPAL \_\_\_\_\_

### DECISION AND REASONS THERE FOR:

DATE OF DECISION \_\_\_\_\_  
Signature \_\_\_\_\_

**AGGRIEVED PERSON'S RESPONSE:** (To be completed by aggrieved within 7 of decision.)

- ☐ I accept the above decision
- ☐ I hereby appeal for review of the grievance

DATE OF RESPONSE \_\_\_\_\_  
Signature \_\_\_\_\_