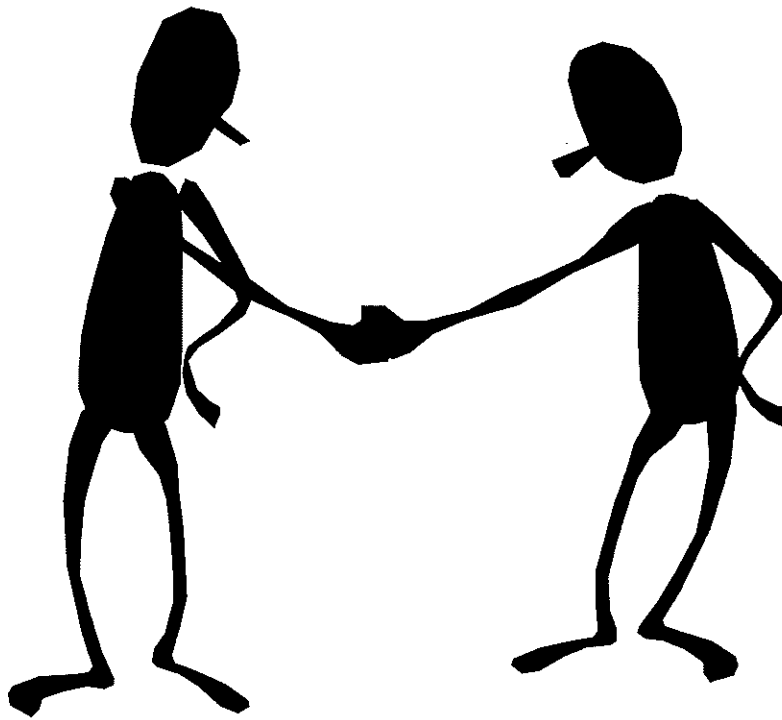


2020-2021
Certified Staff
Negotiated Agreement

Morrill Board of Education
Morrill Education Association



Approved: April 20, 2020

**2020-2021 Certified Staff Negotiated Agreement
between
Morrill Board of Education
and
Morrill Education Association**

1. RECOGNITION

- 1.1. The Board recognizes the Association as the exclusive and sole collective bargaining representative for all teachers employed by the School District of Morrill, in the county of Scotts Bluff, in the state of Nebraska for 2020-2021 school year.
- 1.2. Teacher shall mean any certified employee who is regularly employed for the instruction of pupils by the district, but **excluding** the Superintendent of Schools, Secondary Principal, Elementary Principal, Athletic Director, Special Education Director and the School Nurse.

2. EMPLOYMENT

- 2.1 In employing new teachers, the Board may give credit for outside experience to a maximum of fifteen (15) years based on the following criteria. The Superintendent has the prerogative to evaluate the certified experience.
 - 2.1.1. Teaching experience in (NDE) accredited schools (full 15 years of credit).
 - 2.1.2. Teaching experience in non-accredited schools (up to 6 years of credit).
 - 2.1.3. Experience in fields outside of education or non-certificated (para-professional/teaching aides) experience (up to 3 years credit).
 - 2.1.4. Teaching experience in (NDE) accredited schools which is older than 15 years (up to 3 years credit).

3. Horizontal Movement on Salary Schedule

- 3.1. To qualify for movement beyond the initial step of Bachelor degree, the hours must be graduate hours or other professional improvement in the field of education.
 - 3.1.1. Hours for horizontal movement will be accepted under the following conditions:
 - 3.1.1.1. If the graduate hours are a part of an approved program leading to an advance degree in education from a recognized institution of higher education.
 - 3.1.1.2. If the School District asks the Staff Member to take a course.

- 3.1.1.3. If hours will lead to an additional endorsement which is needed by the Morrill Public Schools and was requested by the district.
- 3.1.1.4. If an employee wishes to take graduate hours that do not fall within the scope of this section, the staff member may apply to the Superintendent for approval to use the graduate hours for movement on the salary schedule.
- 3.1.1.5. If the Superintendent does not approve the graduate hours for movement on the salary schedule, the staff member may appeal to the Board of Education.

3.1.2. Approval must be granted in advance of any movement on the salary schedule.

3.2. To qualify for movement beyond the Bachelor's degree plus 36 hours, the hours must be graduate hours at or above the Master degree level or other professional improvement in the field of education.

3.3. Staff members wishing to move horizontally must notify the Superintendent of intent to move, on the form provided, by June 1st of the year prior to the movement.

4. FRINGE BENEFITS

4.1. The Morrill Public Schools will pay the annual enrollment fees and all administrative fees associated with establishing a Section 125 cafeteria plan for the Morrill Public Schools employees.

4.2. The Morrill School District will contribute ½ single premium amount toward (EHA) BC/BS premium for all certified teachers regardless of which tier the employee chooses [Employee; Ee & Child(ren); Ee & Spouse; Ee, Spouse & Child(ren)]

5.0 LEAVE

5.1 At the beginning of each school year, each staff member covered by this agreement will be credited with (10) Paid Time Off days (PTO). Any unused PTO days will transfer to the employee's personal sick/bereavement leave bank (total personal sick leave bank shall be capped at and shall never exceed 60 days). Any days taken off for any reason during the current school year are considered PTO days until they are fully used. Administration can grant usage of sick days by an employee for sickness prior to the employee's depletion of PTO in the event the employee is saving its PTO for pre-arranged family event that had been previously communicated to Administration, such as a wedding, graduation, or birth of a child or grandchild.

5.1a At the conclusion of each contract year, any teacher whose personal sick leave bank is maxed at 60 days but has unused PTO days remaining, will be compensated at \$80 per day for those unused PTO days that cannot roll over into their sick leave bank.

5.2 Sick leave may be used for personal illness or injury, to care for an immediate family member with an illness or injury, or for bereavement. (Bereavement leave must be approved by building principal. The length of time allowed will be determined by the closeness of the relationship)

5.3 Employees will be entitled to use sick leave for all dental or medical appointments for themselves or immediate family provided the sick leave time requested is justified and approved. Routine appointments will be scheduled to minimize loss of work time.

5.4 If an employee leaves Morrill Public Schools, in good standing, after at least fifteen (15) years of continuous service, the Board of Education will “buy back” any unused days up to a maximum of forty-five (45) days at \$100 a day.

5.5 Procedure for taking leave for reasons other than for sick or bereavement purposes:

5.5.1 The Building Principal must receive the request for the leave at least five (5) school days before the requested day.

5.5.2 The Building Principal may deny the leave. If denied by the Building Principal, the staff member may appeal to the Superintendent.

EXAMPLE: Leave may be denied if there are multiple requests for leave during the same time period.

5.6 Emergency Medical Leave Bank - The EMLB (Emergency Medical Leave Bank) has been established to protect certified staff participants from financial loss due to extended absence from contracted duties during the school year contract period.

5.6.1 PURPOSE

5.6.2 The bank may be used for: extended personal injury or illness of the certificated teacher, extended injury or illness of an immediate family member requiring the personal attendance of the certificate teacher, leave needed by a certificated teacher because of childbirth or adoption.

5.6.3 A limit of ten (10) days may be requested from the EMLB for any of the above mentioned conditions or situations.

5.6.4 MEMBERSHIP

5.6.5 EMLB membership shall be available for any certified teacher who: donates at least one (1) day of annual PTO leave to the bank. This donation must happen each year that the staff member chooses to belong to the EMLB, and the donation must occur prior to September 1st of each contract year. A teacher who chooses not to donate prior to September 1st, shall not be able to donate later in order to join the EMLB in order to apply for days. Any and only certified teachers who donate one (1) day of their annual

PTO leave to the bank may also, if they choose, donate up to two (2) days per year from their own personal sick leave bank to the EMLB, however those donations must also occur prior to September 1st of each contract year.

5.6.6 A certified staff member, with an extended contract, shall not be eligible to apply for EMLB leave days during extended contract time.

5.6.7 The number of days in the EMLB shall not exceed the number of days contributed annually by its members. The balance of the account shall not exceed (20) days at the completion of each contract year; only the number of days that individual employees donated above one (1) can be "banked" from one year to the next and the banked days sunset at the completion of the following year.

5.6.8 On September 1st of each contract year the school business manager shall provide a report to the Superintendent and to the President of the Morrill Education Association with a list of certificated teachers who have donated to the EMLB and are thereby eligible to participate. This report shall also include the total number of EMLB days available for use in that contract year.

5.6.9 ELIGIBILITY

5.6.10 Eligibility to withdraw EMLB days shall require: contribution of the required one (1) PTO day by September 1 of the current contract year; all personally accumulated sick leave days must have been used; the absence must be for three (3) or more consecutive contractual days, the extended absence must meet the guidelines in section 1.

5.6.11 Exception to the three (3) consecutive days requirement: this guideline does not apply to regularly scheduled absences that are necessary for the treatment of a chronic/ongoing medical condition.

5.6.12 The EMLB cannot be used when Workman's Compensation Insurance is applicable.

5.6.13 APPLICATION

5.6.14 Application for EMLB days shall be made to the Morrill Public Schools EMLB Executive Committee. The committee shall be made up of 2 certified teachers from the elementary, 2 certified teachers from the secondary, and 1 certified teacher from the early childhood building. Applications must be made within five (5) days of returning to work after the extended absence. Planned leaves may be applied for up to 30 days prior to the event. After the superintendent and district business manager are informed that the application is made and approved, the teacher's salary will not be affected unless deductions are necessary after all factors are considered. The EMLB Executive Committee will consider applications within five (5) working days of the application.

5.7 Professional Leave

5.7.1 Professional Leave, if approved by the Building Principal in consultation with the Superintendent, will not count against an employee's total leave days.

6. CONTRACT

- a. This contract shall be effective as of the first duty day and shall continue in effect until the day before the first duty day of the next school year. If a new and substitute contract has not been duly entered into prior to the day before the first duty day, the terms of this contract shall continue in full force and effect until such substitute

contract is adopted. When a substitute agreement is adopted, back pay and retroactive payment will be part of the new agreement.

7. SALARY SCHEDULE

- a. The salary of each teacher covered by this agreement shall be determined by the following salary structure:
 - i. Each horizontal step will increase at the rate of 4.50% of the base salary
 - ii. Each vertical step will increase at the rate of 4.50% of the base salary.
 - iii. Step 1 – Bachelors degree with no graduate hours will be set at an index of 1.00
 - iv. The column Bachelors degree with no graduate hours will contain five (5) vertical steps.
 - v. The column Bachelors degree with nine (9) approved graduate hours will contain seven (7) vertical steps.
 - vi. The column Bachelors degree with eighteen (18) approved graduate hours will contain nine (9) vertical steps.
 - vii. The column Bachelor degree with twenty-seven approved graduate hours will contain eleven (11) vertical steps.
 - viii. The column Bachelor degree with thirty-six approved graduate hours will contain eleven (11) vertical steps.
 - ix. The column Masters degree with no hours beyond the Masters degree will contain thirteen (13) steps.
 - x. The column Master degree with nine (9) approved graduate hours beyond the Masters degree will contain fifteen (15) steps.
 - xi. The column Master degree with eighteen (18) approved graduate hours beyond the Masters degree will contain sixteen (16) steps.

7.2 The base at \$35,000 for the 2020-2021 school year.

7.2.1 Flat Dollar Salary: For each employee covered by this agreement who, immediately prior to the commencement of this agreement received a flat salary as part of the employee's compensation package (hereinafter a "Flat Salary Employee"), the District shall pay such Flat Salary Employee a yearly flat dollar salary amount at a yearly rate of \$10,500.00 multiplied by the employee's full time equivalence for the 2019-2020 school year as part of the salary package. The flat dollar salary amount for Flat Salary Employees employed for less than the entire 2019-2020 school year shall be calculated based on the actual days worked during the 2019-2020 school year divided by the number of contract days in the entire year. The flat dollar salary amount is compensation under NEB. REV. STAT. § 79-902(35), and is subject to the withholding of the employer and employee contributions to the Nebraska Public Employees Retirement System as required by law.

7.2.2 Fringe Benefit Stipend: For each employee covered by this agreement who is not a Flat Salary Employee (hereinafter a “Fringe Benefit Stipend Employee”), the District shall pay such Fringe Benefit Stipend Employee a yearly fringe benefit stipend of \$10,500.00 multiplied by the employee’s full time equivalence for the 2019-2020 school year. The fringe benefit stipend for Fringe Benefit Stipend Employees employed for less than the entire 2019-2020 school year shall be calculated based on the actual days worked during the 2019-2020 school year divided by the number of contract days in the entire year. The fringe benefit stipend is NOT compensation under NEB. REV. STAT. § 79- 902(35), and is NOT subject to the withholding of the employer and employee contributions to the Nebraska Public Employees Retirement System.

7.2.3. Teachers shall be paid \$150.00 per day for advanced training, workshops, classes, etc., as recommended by the administration days beyond contract days excluding teaching assignments. For teaching assignments beyond contract days, the teacher shall be paid 186th of their annual base salary, excluding additional flat salary per day for these teaching days.

7.3. Initial Placement:

7.3.1. When hired, teachers may be credited with a maximum of fifteen years of experience and placed on the schedule accordingly.

7.4. Horizontal Movement:

7.4.1. Credit for additional hours shall be credited on September 1 and movement on the salary schedule shall take place accordingly.

7.4.2. A staff member will not be limited to one-step horizontal movement per year.

7.5. Vertical Movement:

7.5.1. On September 1st of each year, teachers who have at least one semester experience in the district will be limited to one step vertical movement per year up to step 15/ column MA + 18.

8. PART-TIME/JOB SHARING

8.1. Part-time and job-sharing employees will receive salary and fringe benefits as provided for elsewhere in the agreement. They will receive as salary the fractional part of their index number on the salary schedule as their teaching load is compared to a full-time teacher. They will receive as a fringe benefit the fractional part of the Section 125 cafeteria plan as their teaching load is compared to full-time teacher. Salary schedule advancement for experience

shall be credited at the rate of one year of experience for each year of employment.

9. COVERING CLASSES

- 9.1. Any teacher that covers a class for another teacher during their planning period(s) will receive \$20.00 per hour prorated to the amount of time a teacher is required to cover a class for another teacher.

10. EXTRA DUTY SCHEDULE

- 10.1. The Extra Duty Schedule will be calculated as a percentage of the base salary of the previous year. The Extra Duty will be divided into the following Categories:

10.1.1. Category I

- 10.1.1.1. Head Football Coach
- 10.1.1.2. Head Volleyball Coach
- 10.1.1.3. Head Boys' Basketball Coach
- 10.1.1.4. Head Girls' Basketball Coach
- 10.1.1.5. Head Track
- 10.1.1.6. Head Wrestling
- 10.1.1.7. Head Cross Country
- 10.1.1.8. Head Speech
- 10.1.1.9. Concession Director
- 10.1.1.10. Junior Class Sponsor (Equal Shares if more than one sponsor)
- 10.1.1.11. Honor Band/Pep Bank
- 10.1.1.12. FFA Sponsor

10.1.2. Category II

- 10.1.2.1. Head Golf
- 10.1.2.2. One-Act Play Director
- 10.1.2.3. All-School Play Director
- 10.1.2.4. Vocal/Show Choir or before school elementary
- 10.1.2.5. Detention Supervisor

10.1.3. Category III

- 10.1.3.1. Assistant Football Coach
- 10.1.3.2. Assistant Volleyball Coach
- 10.1.3.3. Assistant Boys' Basketball Coach
- 10.1.3.4. Assistant Girls' Basketball Coach
- 10.1.3.5. Assistant Wrestling Coach
- 10.1.3.6. Assistant Track
- 10.1.3.7. Assistant Cross Country
- 10.1.3.8. Assistant Speech

10.1.3.9. Assistant Golf

10.1.4. Category IV

- 10.1.4.1. Assistant All School Play Director
- 10.1.4.2. Assistant One-Act Play Director
- 10.1.4.3. Cheerleader Sponsor
- 10.1.4.4. Preschool Teacher Visitations

10.1.5. Category V

- 10.1.5.1. Junior High Football Coach
- 10.1.5.2. Junior High Volleyball Coach
- 10.1.5.3. Junior High Boys' Basketball Coach
- 10.1.5.4. Junior High Girls' Basketball Coach
- 10.1.5.5. Junior High Track (Boy's and Girls')
- 10.1.5.6. Junior High Wrestling Coach
- 10.1.5.7. Yearbook
- 10.1.5.8. Buzzword

10.1.6. Category VI

- 10.1.6.1. Academic Decathlon/Quiz Bowl Sponsor
- 10.1.6.2. National Honor Society
- 10.1.6.3. FCCLA
- 10.1.6.4. Student Council
- 10.1.6.5. Spanish Club Sponsor
- 10.1.6.6. FBLA Sponsor
- 10.1.6.7. Letter Club Sponsor
- 10.1.6.8. SADD Sponsor
- 10.1.6.9. Cooking Club Sponsor
- 10.1.6.10. Gamers Club Sponsor
- 10.1.6.11. Senior Class Sponsor

10.2. Rate of pay for extra-duty

10.2.1. Category I

- 10.2.1.1. 12% of base the first year
- 10.2.1.2. 13% of base the second consecutive year in this position.
- 10.2.1.3. 14% of base the third consecutive year in this position.
- 10.2.1.4. 15% of base the fourth consecutive year in this position.
- 10.2.1.5. 16% of base the fifth consecutive year in this position.

10.2.2. Category II

- 10.2.2.1. 10% of base the first year
- 10.2.2.2. 11% of base the second consecutive year in this position.
- 10.2.2.3. 12% of base the third consecutive year in this position.
- 10.2.2.4. 13% of base the fourth consecutive year in this position.

10.2.2.5. 14% of base the fifth consecutive year in this position

10.2.3. Category III

10.2.3.1. 7.5% of base the first year

10.2.3.2. 8.0% of base the second consecutive year in this position.

10.2.3.3. 8.5% of base the third consecutive year in this position.

10.2.3.4. 9.0% of base the fourth consecutive year in this position.

10.2.3.5. 9.5% of base the fifth consecutive year in this position.

10.2.4. Category IV

10.2.4.1. 6.0% of base the first year

10.2.4.2. 6.5% of base the second consecutive year in this position.

10.2.4.3. 7.0% of base the third consecutive year in this position.

10.2.4.4. 7.5% of base the fourth consecutive year in this position.

10.2.4.5. 8.0% of base the fifth consecutive year in this position.

10.2.5. Category V

10.2.5.1. 4.5% of base the first year

10.2.5.2. 5.0% of base the second consecutive year in this position.

10.2.5.3. 5.5% of base the third consecutive year in this position.

10.2.5.4. 6.0% of base the fourth consecutive year in this position.

10.2.5.5. 6.5% of base the fifth consecutive year in this position.

10.2.6. Category VI

10.2.6.1. 2.5% of base the first year

10.2.6.2. 3.0% of base the second consecutive year in this position.

10.2.6.3. 3.5% of base the third consecutive year in this position.

10.2.6.4. 4.0% of base the fourth consecutive year in this position.

10.2.6.5. 4.5% of base the fifth consecutive year in this position.

Additional stipulations concerning extra-duty

10.2.7. Coaching Experience

10.2.7.1. The Board of Education may give coaching credit for coaching experience, both outside and inside Morrill Public Schools, to a maximum of five (5) years in that sport within the past five (5) years.

10.2.7.2. Experience must be in the same sport and at the same level.

10.2.8. Movement from one level to another level of coaching/sponsorship

10.2.8.1. If a head coach/head sponsor elects to move down to an assistant coach or to a Junior High coach in the same sport, the number of years will be transferred.

10.2.8.2. If an assistant coach moves up to head coach, or a Junior High Coach moves up to an assistant coach, he/she will begin at the first step in that category.

10.2.8.3. Coaches which have coached 10 consecutive years or more in the same sport at the same level in the District **may** be granted an additional 1% pay increase for that sport based on acceptable ratings on the District's performance evaluation.

10.4 The Board may at its discretion hire a person(s) as weight room supervisor(s) and pay an hourly rate or salary, if in its opinion such a position is necessary to keep the weight room open after or before school hours.

11. GRIEVANCE PROCEDURE

11.1 The word grievance is defined as "a misapplication or misinterpretation of terms and conditions of the collective bargaining agreement."

11.2. The purpose of the grievance procedures is to secure equitable solutions to problems, which may occur from time to time regarding the terms and conditions of the collective bargaining agreement.

11.3. The word "grievant" means an individual or a group of teachers or an association who files a grievance.

11.4. The grievance procedure will be as follows:

11.4.1. If a grievant feels he/she/they has a grievance, he/she/they shall first discuss the matter with the Principal at the appropriate attendance center in an effort to resolve the problem without going into a formal grievance procedure. The grievant shall discuss the problem with the Principal within ten (10) school days of the date of the occurrence of the grievance.

11.5. Formal Procedure

11.5.1. A grievant wishing to file a formal grievance shall file the grievance in writing with the principal no more than ten (10) days after the occurrence of the grievance. Upon filing the grievance in writing with the principal, the grievant may retain a copy. The Principal will inform the grievant of his/her decision in writing regarding the grievance within five (5) school days after the grievance is filed.

11.5.2. If the grievant is not satisfied with the disposition of the grievance in 11.5.1, or if no decision has been rendered within five (5) school days, the grievant shall then file the grievance with the Superintendent of Schools. Within five (5) school days after filing of the written grievance, the Superintendent will meet with the grievant and witnesses may be present if requested by either

party. The Superintendent will inform the grievant of the decision in writing within five (5) school days of the meeting with the grievant.

- 11.5.3. If the grievant is not satisfied with the disposition of the grievance in 11.5.2, or if no decision has been rendered within ten (10) school days after the grievance meeting with the Superintendent, the grievant may file the grievance in writing with the President of the School Board. The President of the School Board must receive any such writing within five (5) school days after being informed of the Superintendent's decision in 11.5.2, or twenty (20) school days after the grievance meeting with the Superintendent. The School Board will hear the grievance within thirty school days of receipt of the grievance. The grievant will be notified of the meeting. The grievant will have the right to appear before the School Board and present any information or evidence that is relevant to the grievance. Within five (5) school days or as soon thereafter, as appropriate, following the meeting, the School Board will render a decision in writing. A copy of the decision will be provided to the Principal, the Superintendent and the grievant.
- 11.5.4. A failure to file a grievance within the time lines listed in which the grievance occurred shall prohibit the grievant from filing any such grievance. The parties may mutually waive other time frames provided herein.

SALARY STUCTURE

Step	B +0	B +9	B +18	B +27	B +36	M +0	M +9	M +18
1	1.0000	1.0450	1.0900	1.1350	1.1800	1.2250	1.2700	1.3150
2	1.0450	1.0900	1.1350	1.1800	1.2250	1.2700	1.3150	1.3600
3	1.0900	1.1350	1.1800	1.2250	1.2700	1.3150	1.3600	1.4050
4	1.1350	1.1800	1.2250	1.2700	1.3150	1.3600	1.4050	1.4500
5	1.1800	1.2250	1.2700	1.3150	1.3600	1.4050	1.4500	1.4950
6		1.2700	1.3150	1.3600	1.4050	1.4500	1.4950	1.5400
7		1.3150	1.3600	1.4050	1.4500	1.4950	1.5400	1.5850
8			1.4050	1.4500	1.4950	1.5400	1.5850	1.6300
9			1.4500	1.4950	1.5400	1.5850	1.6300	1.6750
10				1.5400	1.5850	1.6300	1.6750	1.7200
11				1.5850	1.6300	1.6750	1.7200	1.7650
12						1.7200	1.7650	1.8100
13						1.7650	1.8100	1.8550
14							1.8550	1.9000
15							1.9000	1.9450
16								1.9900

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12. SIGNATURE PAGE

12.1. This document constitutes the negotiated agreement between the Morrill Board of Education and the Morrill Education Association for the 2020-2021 school year.

Approved this 18 day of May, ~~2019~~ ²⁰²⁰

For the Morrill Board of Education:

Printed Name: Bill Watson Signature: Bill Watson Date: 5-18-20

Printed Name: David Sherrod Signature: David Sherrod Date: 5/20/20

Printed Name: Jim Hassler Signature: Jim Hassler Date: 6/2/20

For the Morrill Education Association:

Printed Name: Chris Baltz Signature: Chris Baltz Date: 6/8/2020

Printed Name: Jamie Martin Signature: Jamie Martin Date: 6/10/2020

Printed Name: Craig Hall Signature: Craig Hall Date: 6/26/2020

