

Special Meeting for the Purpose of Negotiations
with REA & Property Acquisition Discussion
Wednesday, December 28, 2016 7:30 PM
Ravenna Public Schools High School Library
P.O. Box 8400
Ravenna, NE 68869-8400

1. Call to Order and Roll Call
2. Excuse Absent Board Members
3. The Pledge of Allegiance
4. Approval of Agenda
5. Information and Action Items
 - 5.1. Consider and approve changes to the Negotiated Agreement Between the Ravenna Education Association (REA) and the Ravenna Board of Education as discussed (Possible Executive Session)
6. Discussion Items
 - 6.1. Property Acquisition
7. Adjournment

Array Comparison for Personal Leave Time

<i>School Name</i>	<i># of Personal Days</i>	<i>Cummulative Days</i>	<i>Leave Without Pay</i>	<i>Buy Back/Optional Use</i>	<i>Use Adjacent to Holiday/Break</i>
Amherst	3	5	No	No/2 Sick-1 Personal	Unknown
Centura	3	3	No	Yes-At Substitute Rate	No
Gibbon	2	3	Yes	No/Transfer to Sick Leave	No
Loup City	2	5	No	No	Unknown
Pleasanton	3	4	No	No	Unknown
Ravenna	2	3	No	No	Yes
St. Paul	2	5	No	No	Yes
Shelton	2	2	No	No	No
Wood River	3	3	No	Yes-At Substitute Rate	No

Average	2.4	3.7
Median	2	3
Mode	2	3

B. PERSONAL LEAVE

Three (3) days per year to be used as the teacher deems necessary as long as 24 hours notice is given to the school administrator. No more than 3 teachers will be allowed to take such leave on the same day except in event of an emergency. Personal leave may accumulate to five (5) days.

With administrative approval a teacher may trade two (2) sick days for one (1) personal day one time per contract year. Teachers are not allowed to use banked sick days

C. PROFESSIONAL LEAVE

Each teacher will be granted two (2) professional leave days a year to attend professional meetings in the teacher's field or for visitation days to another school which would be beneficial to the students of Amherst Public School. All professional leave is to be requested 24 hours in advance and approved by the Superintendent.

ARTICLE IV – LONG TERM DISABILITY

Each certified staff member will be covered with Long Term Disability insurance. The district will pay each employee the premium amount and automatically deduct that amount from the employee's monthly paycheck.

ARTICLE V – SECTION 125 (CAFETERIA) PLAN

Medical reimbursement in the existing Section 125 (Cafeteria) Plan will be capped at \$2500 annually.

ARTICLE VI - SEVERANCE PAY

Each teacher who leaves the employment of the Amherst Public School shall receive one-half of substitute pay for each day of unused sick leave and personal leave that he/she has accumulated. Such remuneration shall be payable in one installment with the July payroll. Staff with above 75 days as 95-96 school year were grandfathered in at the amount accumulated at the end of that period. Only 75 days may apply to severance pay. Anyone below 45 will only be paid up to 45 days.

ARTICLE VII - GRIEVANCE

The Board of Education and Teacher's Association agree to the grievance procedure previously adopted on July 9 2007 and set forth in Schedule "C" which is attached to and made a part of the negotiated agreement.

ARTICLE VIII - CLASS ASSIGNMENTS

No teacher will be assigned more than seven classes or study halls in an eight period day. If such assignment is deemed necessary, the teacher shall receive a stipend equal to 1/8 of a substitute's pay per day for that class.

Article IX CASH IN LIEU OF INSURANCE

The Board of Education and the Teacher's Association will implement a Section 125 "cafeteria" plan as per Internal Revenue Service Rules , and includes the following:

1. Teachers may elect to take health and dental insurance coverage or the cash payment.
2. Cash will be treated as income. State and federal taxes will be withheld and income taxes are due on this income
3. The cash will not be used to determine compensation for Nebraska Teacher Retirement System.

6. Three (3) days personal leave will be allowed each year without loss of pay. Except in cases of emergency, no more than two (2) elementary and two (2) secondary teachers may be gone on combined personal and professional leave on any given day. Generally personal days shall not be taken the day prior to or following a regularly scheduled holiday. Application for personal leave should be submitted to the appropriate administrator as early as possible for approval except in case of emergency situations. Remaining unused personal days will be bought back by the district at the substitute pay rate.

7. Bereavement Leave shall also be granted up to five (5) days plus reasonable travel time for the death of a spouse, brother, sister, father, mother, son, son-in-law, daughter, daughter-in-law, grandchild or grandparent of the employee or spouse. Funeral attendance may be allowed for the death of other persons upon the approval of the building administrator. This will be at the expense of a sick day or personal day. Requests for any days beyond the above shall be handled by consultation with the superintendent.

8. The retirement age is per state law.

9. A scholarship of \$125 per graduate credit hour up to a maximum of three (3) credit hours is available to those teachers who take approved courses. These scholarships would be paid upon successful completion of the course and receipt of transcript. Prior approval must be obtained from the Superintendent before the course is eligible for the scholarship. A maximum of one (1) scholarship per budget year per teacher will be available. Pending second semester scholarship stipends are not payable to an employee upon receipt of a resignation.

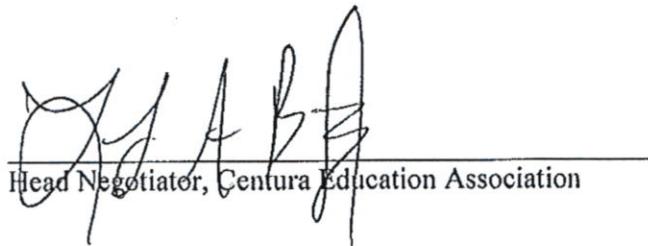
10. Mileage will be reimbursed at the previous year's IRS rate, rounded off to the nearest whole number. Reimbursement for mileage must be approved by the administration.

This Agreement was adopted by the Centura Education Association on the 4th day of November, 2015, and adopted by the Board of Education of the School District on the 9th day of November, 2015.



President, Centura Board of Education

9 Nov 15
Date



Head Negotiator, Centura Education Association

9-4-15
Date

B. Adoption Leave

Ten (10) consecutive working days of accumulated sick leave may be used after a teacher has received custody of a child for legal adoption.

ARTICLE IV

Personal Leave

Allowance with full pay: A maximum of two (2) days (accumulative to 3 days) personal leave per year (subject to the following guidelines):

- A. Advance notice,
- B. Approval of the principal so an adequate substitute can be employed,
- C. A maximum of three (3) days unused personal leave from the current year may be transferred to the following year's accumulated sick leave.
- D. **Personal days may not be used on days prior to or immediately after a scheduled break in the calendar. Exceptions for extenuating circumstances may be granted by the superintendent.**

When an employee has exhausted his/her leave days, with no loss of pay, he/she may request additional days of personal leave with loss of full pay. Pay loss shall be deducted on a salary per diem basis.

Pay deducted is based on the factor of number of days in the teaching contract. An agreement should be made between the administration and teacher involved before such leave is taken.

ARTICLE V

Unused Leave Compensation

Teachers who have accumulated maximum sick leave of more than 40 days will be reimbursed in June for unused days over 40 at a rate of current standard substitute pay, up to a maximum of 5 days. Unused personal days which have accumulated as sick leave are eligible for reimbursement.

Examples

Situation #1:

On the final day of school employee has 39 sick days remaining and three personal days. One day will remain as a personal day and the other two will be converted to sick days for a new total of 41 days. The district will buy back one of those days over 40.

7. **Personal Leave:** All full-time certified personnel will be allowed two (2) days, accumulative to five (5) days per year for emergency/personal business granted and approved by the administration one week in advance of the date(s) to be absent, if possible.

8. **Professional Leave:** All full-time certified personnel will be allowed one day, accumulative to two (2), professional leave, granted and approved by the administration.

III. SALARIES:

- A. **Salary Schedule:** The base salary for the 2016-2017 school year will be \$33,350; schedule is included with this agreement.
- B. **Extra Duty Schedule:** All teachers assigned to duties in addition to teaching shall be paid for such duties according to the extra duty schedule attached to this agreement.
- C. **Placement on Schedule:** New teachers hired by the District will be placed on the schedule at the level of teaching experience earned at all other schools.
- D. All hours to be applied to salary schedule must be in the teacher's teaching field or education. Effective June 11, 1990, the BA+36 column was eliminated with the following exception. The BA+36 column will remain as a part of the schedule for those instructors employed as of June 11, 1990 and have a minimum of 9 hours beyond their B.A. degree. Teachers will be allowed to move no more than one vertical step in any given year.
- E. **Vertical Advancement:** Teachers shall advance one vertical step for each year of service to the District as the salary schedule permits, until such teacher reaches the bottom step of the column of their placement. The maximum movement allowed each year is one step. This includes movement on the longevity steps also, if the instructor has the years.
Horizontal Advancement: Teachers shall advance one horizontal step for every nine hours of awarded credit as permitted by the salary schedule. The last column on the salary schedule is the only limit on advancement.
- F. **Distance Learning:** Loup City teachers that teach over the distance learning system or through online classes that students in Nebraska may take for high school or college credit will receive 1.5 units per class each semester they teach.
- G. **Payroll Deduction of Dues:** Teachers who wish to have their Association dues deducted from their monthly salaries may do so by notifying the appropriate LCEA official. Deductions will be made in nine (9) equal installments beginning in October.
- H. **Substitute Pay:** A faculty member who substitutes for another staff member will be reimbursed at the rate of \$11.88 per classroom period.

THIS SALARY SCHEDULE, ACTIVITY PAY SCHEDULE, and subsequent provisions have been adopted by both the Loup City Public School Board of Education, as recorded in the January 25, 2016 minutes of the Board of Education meeting, and the Loup City Education Association.

Date 1-25-16

Gerry Kowalski
Chairman, Negotiations Committee
Loup City Board of Education

Date 1-25-16

John D. Asche
Chairman, Negotiations Committee
Loup City Education Association

B. INCOME PROTECTION

The Board of Education will offer an Income Protection Plan with the staff member paying the full premium. If a faculty member has to use this insurance, they will be allowed to use all accumulated sick leave up to ninety days.

C. CAFETERIA PLAN

The Board of Education shall offer a K-125 Plan with a limit up to amount allowed by tax code (currently \$2,550) out of pocket expenses. The cafeteria plan carrier (TASC) may be changed by mutual agreement between the Board and the Association.

ARTICLE III LEAVE

A. SICK LEAVE

Sick leave for teachers is granted for personal illness or injury with full pay in the amount of 10 days per year with accumulation up to 45 days. The sick leave shall be awarded at the beginning of the year. If the teacher does not complete the contract, sick leave days shall be deducted at the prorated rate of 4 per semester. This prorating shall be done at the end of the year. Accumulated sick leave shall be 50 days if 45 days are used for the activation of income protection. When a member of the teaching staff is absent, efforts will be made to employ a certified substitute teacher for the duration of absence.

B. BEREAVEMENT LEAVE

Bereavement (funeral) leave (taken out of sick leave) may be allowed for the death of a spouse, (step) parent, (step) child, (step) brother, (step) sister, grandparent, aunt, uncle, cousin, mother-in-law, father-in-law, sister-in-law, son-in-law, or daughter-in-law. One day of non-family bereavement may be used as sick leave. One additional sick day may be allowed for travel purposes if the services are held outside of a 200-mile radius of Pleasanton.

C. PERSONAL LEAVE

Three days (accumulation of 4 days) of personal leave shall be granted upon written application to the Superintendent by a teacher for any personal matter. Such application should be made at least three days prior to such leave, except in emergency situations. Leave shall be limited to one elementary and one secondary teacher for a day unless approved by the superintendent. Leave shall be granted on a first come basis.

D. PROFESSIONAL LEAVE

Teachers will be allowed unlimited professional leave as approved by the Superintendent.

E. SEVERENCE PAY

**ST. PAUL PUBLIC SCHOOLS
NEGOTIATED AGREEMENT
ADOPTED 2/8/2016**

I. FRINGE BENEFITS

1. Sick Leave: Each first-year teacher will be allowed 15 working days of sick leave at full pay. All other teachers will be allowed 10 working days of sick leave at full pay, accumulative to sixty days. Also see Emergency Leave.
2. Emergency Leave: Up to five days of emergency leave, such as serious illness, injury, (the doctor specifies the patient is critically ill, or injured and hospitalized) or death in the immediate family may be applied towards the sixty days of sick leave. Family includes spouse, children, parents, grandparents, father-in-law, mother-in-law, brothers, sister, brothers-in-law, sister-in-law, grandchildren, grandparents-in-law, nieces, and nephews of same.
3. Personal Leave: Each teacher will be allowed two days of personal leave per year, accumulative to a total of five. This includes the provision that two consecutive days, or a single day before or after a holiday or school vacation period, will be granted only with administrative approval.
4. Professional Leave: Each teacher will be allowed two days of professional leave with exceptions being considered on an individual basis with administrative approval. The activities would include workshops, etc., which would enhance the capabilities of the individual and directly benefit the school system.
5. Long Term Disability Insurance: The LTD insurance becomes effective after 60 calendar days. The 60-day waiting period will include full pay for unused accumulated days of sick leave, and one-half pay (50%) for the remaining working days in the 60-day period. The LTD insurance and Social Security will pay 60% of the monthly salary up to \$5000 for the length of disability, or until the insured reaches 70 years of age.
6. Health Insurance: For the 2016-2017 school year, the school district shall utilize the Educators Health Alliance (EHA), through Blue Cross Blue Shield (\$900 deductible) and shall pay; \$587.13 per month for full single medical coverage (including single dental A, B, & C Coverage) for each teacher, employee and spouse coverage of \$1,175.41 per month (which includes single dental on the employee A, B, & C Coverage), employee and child(ren) coverage of \$1,041.73 per month (which includes single dental on the employee A, B, & C coverage) or employee and family coverage of \$1,560.35 per month (which includes single dental on the employee A, B, & C Coverage). Married couples who are both employed by the school district will receive family coverage at a value of \$1,560.35 per month plus \$95.26 for family dental.

8. Personal, Sick, and Bereavement Leave

Full time employees shall receive 2 days of personal leave and 13 days of sick leave per year. Part time employees will receive a prorated amount of leave.

Bereavement leave can be taken from personal leave or sick leave days.

Personal leave will be subject to (1) availability of substitutes (2) adequate notice to the employer, when possible and (3) shall not be taken anytime on the days preceding or following a scheduled holiday or the beginning or ending of the school year.

Unused personal leave will be reimbursed at a daily rate equal to the employee's daily rate of pay. Personal leave may not be accumulated.

Unused sick leave can be accumulated to 40 days.

Sick leave shall mean absence due to personal illness, injury or accident, absence due to illness of family member residing in the same home and also children, parents, parents in law, and siblings.

In order for certificated employees to utilize accumulated sick leave, all 13 of the current year sick leave days must have been utilized and an absence taken place.

9. Professional Leave

A teacher shall receive up to two (2) days of non-accumulative professional leave per year. Professional leave is intended for meetings, workshops, conferences, and professional gatherings as detailed in Board Policy 7019. Workshops, seminars, and functions attended by the teacher at the request of the superintendent shall not be included in the above limit. Initial requests shall be made at least one week in advance of the planned leave day(s) to the principal. Head and assistant coaches will be granted two additional days of professional leave to attend NSAA sponsored state championships in their respective sports.

10. 125 Plan

The school district will offer an IRS Section 125 for its employees

11. Direct Deposit

The Board of Education will make available to all staff Direct Deposit of checks.

ARTICLE VI: Leaves

A. SICK LEAVE

The sick leave allowance for the first year shall be eleven (11) days and eleven (11) days will be added each successive year to the unused days accumulating to a maximum of 60 days.

In addition, an employee who is temporarily disabled from a medical standpoint by reason of pregnancy, childbirth, false pregnancy, termination of pregnancy, and recovery there from is covered with this provision, and may use accumulated sick leave for the period of such medical disability. The Board of Education may require a certificate of approval to return to work from the physician prior to the termination of any sick leave.

The teacher will be compensated up to a maximum of (30) sick leave days at the daily substitute pay rate.

B. FAMILY EMERGENCY LEAVE

Absence caused by emergencies and illnesses within the immediate family shall be deducted from the accumulated sick leave. Immediate family shall include spouse, children, mother, father, mother-in-law, father-in-law, grandparents, and others living in the home.

C. PERSONAL LEAVE

At the beginning of each year, each teacher shall be granted up to three (3) days of paid personal leave subject to teacher substitute availability. Personal Leave is defined as follows: Leave to be used for personal business which cannot be handled outside of the regular school day. No personal leave will be granted either just before or after a regular vacation unless an emergency arises and is granted by the administration.

All teachers will be reimbursed annually for unused personal days at the daily substitute pay rate in the August payroll.

D. PROFESSIONAL LEAVE

At the beginning of each year, each teacher shall be granted with three (3) days of paid professional leave subject to teacher substitute availability.

E. BEREAVEMENT

Absence for the purpose of attending funerals shall be deducted from accumulated sick leave.

F. TEMPORARY MILITARY LEAVE

Teachers called into temporary active duty of any branch or unit of the United States military shall be paid their regular salary in addition to any pay, which they may receive from state or federal government for military service.

RAVENNA PUBLIC SCHOOL
NEGOTIATED AGREEMENT

2017-2018

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

General Purpose

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

ARTICLE I

Recognition

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

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

ARTICLE II

Salaries

A. Salary Schedule

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

B. Extra Duty Schedule

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

C. Method of Payment

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

salary shall be withheld until completed.

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

ARTICLE III

Insurance and Annuities

A. Health Care Coverage

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

B. Disability

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

C. Loss of Life

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

ARTICLE IV

Teacher Employment

PLACEMENT OF SALARY SCHEDULE

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

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

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

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

ARTICLE V

Leaves

A. Sick Leave

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

B. Personal Leave

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

C. Professional Leave

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

D. Emergency Leave/Bereavement Leave

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

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

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

E. Bereavement Leave

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

F. Extended Leave

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

G. Special Circumstance Leave

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

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

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

Leave Requests and Response. Staff members requesting Special

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

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

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

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

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

Duration of Benefit

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

ARTICLE VI

Miscellaneous Provisions

Mileage and Expenses

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

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

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

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

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

Compensation for Unused Sick Leave

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

ARTICLE VII

Duration of Agreement

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

ARTICLE VIII

Document Authorization

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

RAVENNA EDUCATION ASSOCIATION

RAVENNA BOARD OF EDUCATION
DISTRICT #69

By _____
President

By _____
President

By _____

By _____

Chief Negotiator

Chief Negotiator

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

APPENDIX A

GRIEVANCE PROCEDURES

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

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

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

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

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

Definition of Terms

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

PURPOSE

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

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

PROCEDURES

Level I (Informal)

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

Level II (Formal)

Step One

A. If an aggrieved person is not satisfied with the disposition of his/her problem, or if no decision has been rendered after five school days through the informal procedure, he/she may submit his/her claim as a formal grievance, in writing, to his/her appropriate principal and retain a copy of the said grievance for himself/herself and give one copy to the chairperson of the PR & R committee for the association's file.

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

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

Step Two

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

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

Step Three

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

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

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

Step Four

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

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

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

Level III (Impasse Resolution)

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

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

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

RIGHTS OF TEACHERS

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

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

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

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

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

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

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

RIGHT OF ADMINISTRATORS

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

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

Questions Regarding Day Care Donation

1. With the understanding that the day care is a valuable asset to the community of Ravenna, is Good Samaritan considering offering the property to any other public entity as a charitable donation, in the event the school does not accept this generous gift? **At this time, no additional non-profit/qualifying groups have come forward as possible recipients.**
2. How quickly does the board of education need to decide whether or not to accept the donation of the daycare? What is the absolute last date the board can make the decision by? **Due to the holidays, some of our leadership who normally would be able to answer these questions are out of the office. If you could tell us what you think the timeframe might be for your decision-making, we can reflect on that and get back to you.**
3. In the event that the school does accept ownership of the property, will Good Samaritan continue to operate the day care until the school district officially takes ownership, with the understanding that it may not be until the next budget cycle that would commence in September of 2017? **We will discuss this with the regional vice president and get back to you.**
4. If the school chooses to continue to operate the school as a daycare, will Good Samaritan continue to operate the facility until such time as the school can get the appropriate license, insurance, and staff in place to do so, with the understanding that this could take several months to put all of these items in place? **It would be the hope that Good Samaritan would be able to transfer an on-going operation, so our goal would be to be able to continue operations until the school district is able to assume them. However, a better understanding of your timeframe and more conversation with the regional vice president and local administrator would need to occur to determine if this is indeed a workable option.**
5. Has sufficiently staffing the day care been an issue for your organization? **We will need to ask the local administrator and get back to you on this. At present, the administrator said the childcare staffing has been stable and they have been able to hire quality employees when they have had openings.**
6. Is the expectation of Good Samaritan that if the school district accepts the donation that the school would be required to use the property exclusively for the purpose of continuing to run a day care within the community or could the property be immediately re-purposed for any use the school district sees fit, once ownership of the property was transferred from Good Samaritan to the Ravenna Public School District? **The current goal is to continue childcare operations and transfer an active business. However, if that is not possible, other options would need to be considered. At this point in time, a sale or donation of just the building has not been discussed by Good Samaritan leadership.**
7. If the school chooses to continue to operate the property as a daycare, would the expectation be that the school retain the existing day care staff? **That particular topic hasn't been discussed in detail. If the school district were to accept this business, it would be the hope of Good**

Samaritan that consideration would be given to hiring current staff, but it would ultimately be the decision of the school district.

8. Would Good Samaritan offer a transition plan or transition aide to the school, if the school district chooses to take acquisition of the property and operate it as a day care? It would be the goal of Good Samaritan to assist in making the transition a smooth one. If most of the existing staff are hired by the school, they would also have the expertise needed to guide the school district on the operations after the transition has taken place.
9. What are the primary reasons that the day care "...no longer fits into the business model..." of Good Samaritan? Good Samaritan's primary mission is service to seniors, and the corporate infrastructure is set up for those purposes. Therefore, the resources available to local centers is most closely aligned with senior care, rather than child care.
10. What have been the greatest challenges associated with operating a day care in Ravenna? We will discuss this with the regional vice president and get back to you.
11. What have been the greatest strengths associated with operating a day care in Ravenna? We will discuss this with the regional vice president and get back to you.
12. What advice would you give regarding the management of the day care in Ravenna? We will discuss this with the regional vice president and get back to you.
13. Would all closing costs, inspections, and fees associated with the transfer of property be absorbed by Good Samaritan or would that be the financial responsibility of the school district? More discussion would need to take place with our leadership to be able to get you an answer on this.
14. What is the name and number of our primary contact for any more questions the board might generate while contemplating this important decision? We need to have more discussion on this and will get back to you after our meeting on Jan. 5.
15. Are there any past, pending, or potential lawsuits associated with the property? We will discuss this with the regional vice president and get back to you.
16. Are the current employees aware of the fact that you are considering transferring ownership? Yes, information was provided to staff and families in July 2016.
17. What are the greatest qualities, skills, or resources needed in order to effectively operate a day care in Ravenna? We will discuss this with the regional vice president and get back to you.
18. Are there any necessary large capital improvements that need to be made to the property to ensure it will meet all life, health, and safety codes associated with the operation of a day care? We will discuss this with the regional vice president and get back to you. The administrator said the building is currently in compliance with childcare requirements with no known capital needs.

19. If the school district would choose to take possession of the day care property, would the school district have total discretion regarding when to dispose of the property? [More discussion would need to take place with our leadership to be able to get you an answer on this.](#)

20. In addition to the financial information pertaining to the operation of the day care provided to Ravenna Public Schools, would Good Samaritan be willing to allow for conversations between the superintendent of schools, the managing fiscal agent of the day care, and the day care director for the purpose of gaining a greater understanding of the strengths and weaknesses of the current day care operation? [We will discuss this with the regional vice president and get back to you.](#)