

2023-2024

Negotiated Agreement

Between

McCOOK PUBLIC SCHOOLS a.k.a.

Red Willow County School District 73-0017

Board of Education

And

McCook Education Association



McCook, Nebraska 69001

This agreement is made in McCook, Nebraska on this **December 12, 2022**, by and between McCook Public Schools a.k.a. Red Willow School District 73-0017, Board of Education, hereinafter referred to as the "Board", and the McCook Education Association, hereinafter referred to as the "Association".

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ARTICLE I

A. Bargaining Agent Recognition

The McCook Board of Education recognizes the McCook Education Association as the exclusive and sole collective bargaining representative for all certificated staff employed by McCook Public Schools District 017. Certificated staff shall mean all certificated teaching personnel and other professional personnel employed by the District; but excluding the school psychologist and employees represented by the Administrators' bargaining unit.

(Negotiated 1996-97)

B. Non-Discrimination

The Board of Education will not discriminate against any teacher with respect to terms and conditions of employment by reason of membership in the McCook Education Association, participation in collective bargaining negotiations with the Board, or institution of a grievance under the terms of this agreement.

(Negotiated 1997-98)

ARTICLE II Salaries

A. Salary Schedule

Base Salary \$39,300 * 4.5 x 4.5 (Steps 1 – 8) * 4.5 x 4.9 (Steps 9 – 15)

Salary is based on 185 days. (Negotiated 2022-2023)

	<u>Base</u>	<u>39,300</u>							
					<u>MA+0</u>				<u>PHD</u>
	<u>BA</u>	<u>BA+9</u>	<u>BA+18</u>	<u>BA+27</u>	<u>BA+36</u>	<u>MA+9</u>	<u>MA+18</u>	<u>MA+27</u>	<u>MA+36</u>
1	\$39,300	\$41,069	\$42,837	\$44,606	\$46,374	\$48,143	\$49,911	\$51,680	\$53,448
2	\$41,069	\$42,837	\$44,606	\$46,374	\$48,143	\$49,911	\$51,680	\$53,448	\$55,217
3	\$42,837	\$44,606	\$46,374	\$48,143	\$49,911	\$51,680	\$53,448	\$55,217	\$56,985
4	\$44,606	\$46,374	\$48,143	\$49,911	\$51,680	\$53,448	\$55,217	\$56,985	\$58,754
5	\$46,374	\$48,143	\$49,911	\$51,680	\$53,448	\$55,217	\$56,985	\$58,754	\$60,522
6	\$48,143	\$49,911	\$51,680	\$53,448	\$55,217	\$56,985	\$58,754	\$60,522	\$62,291
7	\$49,911	\$51,680	\$53,448	\$55,217	\$56,985	\$58,754	\$60,522	\$62,291	\$64,059
8		\$53,448	\$55,217	\$56,985	\$58,754	\$60,522	\$62,291	\$64,059	\$65,828
9			\$57,142	\$58,911	\$60,679	\$62,448	\$64,216	\$65,985	\$67,753
10				\$60,836	\$62,605	\$64,373	\$66,142	\$67,910	\$69,679
11					\$64,531	\$66,299	\$68,068	\$69,836	\$71,605
12						\$68,225	\$69,993	\$71,762	\$73,530
13							\$71,919	\$73,687	\$75,456
14								\$75,613	\$77,382
15									\$79,307
					<u>MA+0</u>				<u>PHD</u>
	<u>BA</u>	<u>BA+9</u>	<u>BA+18</u>	<u>BA+27</u>	<u>BA+36</u>	<u>MA+9</u>	<u>MA+18</u>	<u>MA+27</u>	<u>MA+36</u>
1	1.000	1.045	1.090	1.135	1.180	1.225	1.270	1.315	1.360
2	1.045	1.090	1.135	1.180	1.225	1.270	1.315	1.360	1.405
3	1.090	1.135	1.180	1.225	1.270	1.315	1.360	1.405	1.450
4	1.135	1.180	1.225	1.270	1.315	1.360	1.405	1.450	1.495
5	1.180	1.225	1.270	1.315	1.360	1.405	1.450	1.495	1.540
6	1.225	1.270	1.315	1.360	1.405	1.450	1.495	1.540	1.585
7	1.270	1.315	1.360	1.405	1.450	1.495	1.540	1.585	1.630
8		1.360	1.405	1.450	1.495	1.540	1.585	1.630	1.675
9			1.454	1.499	1.544	1.589	1.634	1.679	1.724
10				1.548	1.593	1.638	1.683	1.728	1.773
11					1.642	1.687	1.732	1.777	1.822
12						1.736	1.781	1.826	1.871
13							1.830	1.875	1.920
14								1.924	1.969
15									2.018

Vertical and horizontal placement on the salary schedule shall not be restricted except for implementation of the Professional Growth Policy. (Negotiated 1995-1996)

B. Applicability of College Credit Hours for Salary Schedule Advancement

1. In order that college credit-hours, earned after the completion of a bachelor degree, be acceptable for salary schedule application they: (1) must be earned from an accredited institution of higher education and (2) satisfy at least one of the following criteria:
 - a. Credit hours must be earned as part of an approved, teacher education graduate degree program.
 - b. If not part of an approved graduate degree program, credit-hours must be from graduate level courses in the academic fields of the teacher's assignment and/or including those graduate level courses in teacher education customarily designated and recognized as professional education courses. This would include classes such as ITIP, 4-MAT, cooperative learning, etc., as well as classes or a course of study that can be assumed, because of current educational practices, societal demands or demographic variances, to be of benefit to a current teaching assignment. Such areas might include foreign language, computer literacy, and serving special needs students. Advanced degrees, in areas relevant to the current teaching assignment, may be applied toward schedule advancement subject to review by the immediate supervisor and approval by the Superintendent or administrative designee.
 - c. Certain graduate level courses in school administration and supervision shall be eligible if they exhibit a distinct relevancy and relationship to the teacher's assignment or to the teacher's professional education needs.
 - d. Certain undergraduate courses shall be acceptable if required for the teacher's retraining, but only if requested or directed by the school district.
 - e. Other courses not covered by items a, b, c, and d above, shall be subject to mutual agreement between the superintendent and teacher. (Intent: To be exercised primarily in case of unexpected college registration adjustments due to "closed-out classes".) (Negotiated 1996-97)
2. College credit hours, earned after the completion of a bachelor degree, are not acceptable for salary schedule application if the school district pays for tuition, travel, lodging, class materials, or meals. (Negotiated 1997-98)
3. It is recommended that teachers, who are planning enrollment in college courses for which they expect salary schedule advancement, request approval of such credits prior to course registration. The superintendent's decision, thereto, shall adhere to these policy stipulations and shall be delivered to the teacher within a reasonable period of time, in any case not to exceed ten school days.
4. College credit hours that would advance a teacher's salary schedule placement must be reported to the superintendent's office not less than ten days prior to that teacher's first

pay date under the terms of that teacher's contract. No salary adjustment for additional college credit hours shall be made, thereafter, during the contract year.

5. Horizontal placement on the salary schedule for college credit will be allowed to meet the number of credit hours approved and taken for advancement per year; however the maximum vertical movement per year will be one step for employees who have room to move vertically on the salary schedule. (Negotiated 2012-13)
6. Progression beyond the Master's column; Hours earned in excess of the requirement for Master's will not count toward placement on the salary schedule columns beyond the MA+00 column. In order to advance horizontally past the MA+00 column, hours must be taken after Master's degree has been awarded. (Negotiated 2015-16)

(Negotiated 1994-95)

C. Faculty Pay Day

The faculty payday shall be the 20th of each month.

(Negotiated 1972-73)

D. Retirement Pay Option

Teachers retiring at the end of the school contract year shall have the right to be paid in equal payments, terminating with the final month of contracted service. Retiring teachers opting for their salaries to be paid in total within the contract year shall declare such right to the superintendent's office before September 5. Teachers deciding to retire during the school year shall, upon notifying the superintendent's office, receive the remainder of their salary in a lump sum. Such payment shall be made at the termination of their employment.

(Negotiated 1973-74)

E. Reduction in Salaries

When a reduction in salary occurs due to illness for 5 days or more in any pay period, it shall be equally divided among the remaining contract months, if so requested by the employee.

(Negotiated 1981-82)

F. Extra Duty Pay Schedule
(Negotiated 2023-2024)

SENIOR/JUNIOR HIGH SCHOOL ACTIVITIES

Football	Varsity	JV/Frosh	JH Includes 5 th Qtr.
Announcer	\$40	\$35	\$35
Timer	\$40	\$35	\$35
Play Clock	\$40	\$35	\$35
Scorer	\$30	\$25	\$25
Chain Crew	\$30	\$25	\$25
Supervisor	\$30	\$25	\$25
Tickets Seller	\$30	\$25	\$25
Ticket Takers	\$30	\$25	\$25

Volleyball	All Levels	Additional games	Invite per game
Announcer	\$35	\$30	\$35
Timer	\$35	\$30SH/\$20 JH	\$35
Libero	\$35	\$30	\$35
Scorer	\$35	\$30SH/\$20 JH	\$35
Video Board	\$25	\$20	\$25
Linesperson	\$35	\$30SH/\$20 JH	\$35
Supervisor	\$25	\$30SH/\$15 JH	\$25
Tickets Seller	\$25	\$30SH/\$15 JH	\$25
Ticket Takers	\$25	\$30SH/\$15 JH	\$25

Basketball	All Levels	Additional games	Invite per game
Announcer	\$35	\$30 SH	\$35
Timer	\$35	\$30SH/\$20 JH	\$25
Video Board	\$25	\$20 SH	\$25
Scorer	\$35	\$30SH/\$20 JH	\$35
Supervisor	\$25	\$30SH/\$15 JH	\$25
Tickets Seller	\$25	\$30SH/\$15 JH	\$25
Ticket Takers	\$25	\$30SH/\$15 JH	\$25

Wrestling	V/JV duals	Additional Dual	JV/JH Tournament
Announcer	\$35	\$25	\$70
Timer	\$35	\$25	\$70
Scorer	\$35	\$25	\$70
Supervisor	\$25	\$15	\$50
Tickets Seller	\$25	\$15	\$50
Ticket Takers	\$25	\$15	\$50

Softball	All Levels	Additional games	Invite per games
Announcer	\$35	\$30	\$35
Timer	\$35	\$30	\$35
Scorer	\$35	\$30	\$35
Supervisor	\$25	\$20	\$25
Tickets Seller	\$25	\$20	\$25
Ticket Takers	\$25	\$20	\$25

Track	Invite
Announcer	\$100
Supervisor	\$50
Worker	\$50
Scorer	\$50
Tickets Seller	\$50
Ticket Takers	\$50

Cross Country	Invite
Starter	\$75
Course Worker	\$25
Computer/Awards	\$50

Swimming	Invite
Announcer	\$50
Computer/Awards	\$50
Judge	\$50
Timer	\$50

G. Coaching, Sponsorship Pay Schedule

<u>POSITION</u>	<u>GENDER</u>	<u>PERCENT</u>
HEAD FOOTBALL	(BOYS)	13 - 18%
HEAD VOLLEYBALL	(GIRLS)	13 - 18%
HEAD BASKETBALL	(BOYS or GIRLS)	13 - 18%
HEAD WRESTLING	(BOYS or GIRLS)	13 - 18%
HEAD TRACK	(BOYS or GIRLS)	13 - 18%
HEAD SOFTBALL	(GIRLS)	13 - 18%
HEAD SWIMMING	(COED)	13 - 18%
HEAD CROSS-COUNTRY	(COED)	13 - 18%
HEAD TENNIS	(BOYS or GIRLS)	13 - 18%
HEAD GOLF	(BOYS or GIRLS)	13 - 18%
ASSISTANT FOOTBALL VARSITY	(BOYS)	8 - 12%
ASSISTANT VOLLEYBALL VARSITY	(GIRLS)	8 - 12%
ASSISTANT BASKETBALL VARSITY	(BOYS or GIRLS)	8 - 12%
ASSISTANT WRESTLING VARSITY	(BOYS or GIRLS)	8 - 12%
ASSISTANT TRACK VARSITY	(BOYS or GIRLS)	8 - 12%
ASSISTANT SOFTBALL	(GIRLS)	8 - 12%
ASSISTANT TENNIS	(BOYS or GIRLS)	8 - 12%
ASSISTANT SWIMMING	(COED)	8 - 12%
ASSISTANT CROSS-COUNTRY	(COED)	8 - 12%
9th GRADE HEAD FOOTBALL	(BOYS)	7 - 9%
9th GRADE HEAD VOLLEYBALL	(GIRLS)	7 - 9%
9th HEAD BASKETBALL	(BOYS or GIRLS)	7 - 9%
9th ASSISTANT ALL SPORTS	AS APPROPRIATE	6 - 8%
7 th /8 th HEAD FOOTBALL	(BOYS)	6%
7 th /8 th HEAD VOLLEYBALL	(GIRLS)	6%
7 th /8 th BASKETBALL	(BOYS or GIRLS)	6%
7 th /8 th WRESTLING	(BOYS or GIRLS)	6%
7 th /8 th TRACK	(BOYS or GIRLS)	6%
7 th /8 th ASSISTANT ALL SPORTS	AS APPROPRIATE	5%
INTRAMURAL SUPERVISION		\$1250.00
INTRAMURALS PROGRAM		\$4,000
ACADEMIC CLUB CENTRAL		2.5%
ACADEMIC CLUB JUNIOR HIGH		2.5%
ART CLUB		2.5%
BAND SENIOR HIGH		7 - 10%
BAND SENIOR HIGH SUMMER		5%
BAND JUNIOR HIGH		5%
BAND JUNIOR HIGH SUMMER		5%
CHEERLEADING		8 - 12%
CLASS SPONSOR - SENIOR		1%
CLASS SPONSOR - JUNIOR		1%
CLASS SPONSOR - SOPHOMORE		.5%
CLASS SPONSOR - FRESHMAN		.5%
COMPUTER CLUB		2.5%
DANCE TEAM		8 - 12%
DESTINATION IMAGINATION		2.5%
FBLA		2.5%

E-SPORTS	4 - 6%
FFA	4 - 6%
FCCLA	2.5%
MATH CLUB	2.5%
MOCK TRIAL	2.5%
MUSIC CENTRAL	2.5%
MUSIC ELEMENTARY	2.5%
MUSIC SENIOR HIGH - VOCAL	7 - 10%
NATIONAL HONOR SOCIETY	2.5%
NEWSPAPER	3%
NORE	.5%
PLAY PRODUCTION ALL SCHOOL [ONE]	4%
PLAY PRODUCTION DISTRICT ONE ACT	2%
QUILL AND SCROLL	2.5%
ROBOTICS	2.5%
STUDENT COUNCIL SENIOR HIGH	8 - 10%
STUDENT COUNCIL JUNIOR HIGH	4 - 6%
SPEECH SENIOR HIGH	4%
SPEECH ASSISTANT SENIOR HIGH	2%
SUMMER WEIGHT TRAINING	7%
THESPIANS	2.5%
VICA	2.5%
(WITH ELECTRIC CAR)	+ 1%
YEARBOOK	3 - 5%
VIDEO PRODUCTION COORDINATOR (FALL AND WINTER POSITIONS)	5 - 7%

Any new or additional assignment to the coaching or sponsorship duties shall be referred to a committee consisting of the Activity Director and the members of the negotiations committees of the MEA and the Board of Education. This committee shall evaluate the degree of difficulty and responsibility and determine placement on the pay schedule. Duty assignments of one year or less, and positions funded by grant monies, are excluded from the work of this committee.

The positions with the variable percentages will increase (1/2%) per year credited in accordance with the number of years of continuous experience the individual has served in that specific responsibility within and for the McCook School District. New coaches and sponsors entering the McCook School District will start at the lowest percent for that particular position. Coaches and sponsors who have been absent from a particular position for more than five years will start at the lowest percent unless they can provide proof of continuing education that is relevant to the coaching or sponsor assignment. All requests for schedule advancement are subject to review by the employee's immediate supervisor and approved by the Superintendent or administrative designee.

(Negotiated 2014-2015)

H. Teacher-Sponsor Driving Compensation

Teacher-sponsors who are required to drive a small school vehicle to transport students to school activities outside of regular school hours shall receive \$20 per trip.

The District will pay \$10.00 per hour of actual driving time (recorded on a time card) to a coach or sponsor with a valid Class B license while operating a Type A bus.

The District will pay \$15.00 per hour of actual driving time (recorded on a time card) to a coach or sponsor with a valid CDL license while operating a Class D bus.

(Negotiated 2004 - 2005)

I. Staff Pay for Substituting during preparation time.

When a certificated staff member is asked by the District to voluntarily substitute for another certificated staff member during his/her preparation period, the rate of pay per period shall be based on substitute teacher's pay per period.

(Negotiated 1996-97)

ARTICLE III

Fringe Benefits

A. Sick Leave

At the beginning of each school year each certificated staff member will be credited with 10 days paid sick leave allowance. The unused portion of such allowance shall be accumulated from year to year but not in excess of 90 days. Employees with more than 90 days of accumulated sick leave as of August 20, 2002, will be allowed to accumulate not in excess of 135 days.

Sick leave shall be granted for absence due to illness or accident of the employee or spouse, parent, children, or other members of their immediate family when such illness requires the presence of the employee. Sick leave includes emergency for serious accident or illness of parent, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, or grandparent of the employee or spouse.

Sick leave may be used for absence due to the adoption of a child by the employee, and in instances relating to medical disability caused by pregnancy, childbirth, and termination of pregnancy subject to the following conditions:

1. Notification of intention to use such leave shall be made in writing to the Superintendent at the earliest possible date the employee becomes aware of the need for such leave.
2. The employee's physician shall certify the beginning and ending dates during which the employee is medically unable to work.

The employee, upon request by the district, shall provide a physician's verification of illness or injury.

A qualified certificated employee electing to claim retirement through the Nebraska Public Employee Retirement System (NPERS) shall be compensated \$10.00 per day for the unused portion of their accumulated sick leave days allowed per the negotiated agreement. Payment for the unused accumulated sick leave days will be included in the last paycheck the district issues to the qualifying employee.

(Negotiated 2014-2015)

B. Personal Leave

Each teacher shall be granted two personal leave days each school contract year. The personal leave shall be with salary paid and shall not require administrative approval if qualified substitutes are available. Notification of intent to use such leave shall be given by the teacher, on school provided forms, at least three school days in advance, or if needed upon shorter notice, at the earliest possible time. Personal leave shall be granted on a first-come, first-serve basis in either full or half-day segments. At no time will personal leave days exceed three per contract year.

The personal leave policy shall not apply on the school calendar days scheduled for non-teaching purposes, nor those school calendar days immediately before and after school holidays and vacation days, unless approved by the superintendent. Total faculty use of personal leave shall be subject to the availability of qualified substitutes.

Total Personal and Professional leave shall not be granted in excess of 20 leaves on any given day. Any deviation to this provision shall be at the discretion of the Superintendent.

If a teacher notifies the Superintendent's office prior to his/her final contracted day, on a school provided form, the teacher may carry one full day of unused personal leave into the next contract year. The district will, in July of each school contract year, pay each teacher the certificated substitute teacher daily rate for each remaining full day of personal leave that he or she may have left.

(Negotiated 2009 - 2010)

C. Bereavement Leave

Bereavement leave, in addition to sick leave, shall be granted up to five days plus reasonable travel time for the death of a legal spouse, parent, or child of the employee. The amount of time shall be granted up to three days, plus reasonable travel time for the death of a brother, sister, father or mother-in-law, son or daughter in-law, brother or sister in-law, grandchild, or grandparent of the employee or spouse. Funeral attendance may be allowed for the death of other persons upon approval of Superintendent.

Individual cases, which might involve more time, shall be handled by consultation with the Superintendent.

(Negotiated 1995-1996)

D. Professional Leave

Professional leave may be granted without loss of pay, subject to administrative approval, when it is of an educational advantage to the school district. Professional leave includes, but is not necessarily limited to:

1. Participation in seminars, workshops, conferences and similar activities which are related to the teacher's assignment.
2. Involvement in school accreditation visitations.
3. Visitations to observe exemplary school programs in the area of the teacher's assignment.
4. Fulfillment of school-related duties upon assignment by administration.
5. Attendance at state or national meetings of professional organizations of which the teacher is an elected officer or official delegate (such as NSEA, NESAs, etc.).

Total Personal and Professional leave shall not be granted in excess of 20 leaves on any given day. Any deviation to this provision shall be at the discretion of the superintendent.

The granting of such professional leave shall not result in the loss of salary to the teacher. All normal expenses shall be paid when the cause for the leave originates from the school district. If the request originates from the teacher, the teacher may pay for the normal expenses out of their own pocket, except for the substitute pay.

(Negotiated 1995-96)

E. Leave of Absence Policy

Extended leaves of absence may be granted to certificated employees of the McCook School District who have been full-time employees for at least four years. Such leaves of absence shall be for definite duration of time and without salary or other benefits of compensation.

Leaves may be granted for illness or certain personal or professional reasons as approved by the Board of Education upon the recommendation of the Superintendent of Schools. Extended leaves shall be any leave of one-month minimum and two-semester maximum.

The Superintendent may grant short leaves of absence, without pay but fringe benefits would continue at district's expense, to certificated employees for any reason as previously stated in paragraph 2 above.

Normally, no short leaves of absence shall be granted for the first three (3) weeks of the first semester or the first two (2) weeks of the second semester.

Leaves of absence may not extend beyond a continuous period of one year. Insofar as possible, the definite period set for a leave of absence shall commence and terminate with the beginning of a new school semester.

(Negotiated 1981-1982)

F. Disability Insurance

The school district shall make available a disability income protection plan. The plan shall provide for benefits of 66 2/3% of salary, less appropriate offsets, following an elimination period of the greater of 10 days or the expiration of accumulated sick leave. The selection of the carrier shall be at the option of the school district.

IMPLEMENTATION: The amount of the premium for each employee will be added to each employee's gross pay each month and deducted after tax for the premium payment.

(Negotiated 1999 - 2000)

G. Health Insurance

1. Nebraska Educators Health Alliance recommended Dual Option plan will be made available with the certificated staff member having the option(s) (1) of medical and hospital insurance at the \$1,050 Deductible level with dental coverage 80% A & B and 50% C or (2) medical and hospital insurance at the \$3,800 Deductible level with dental coverage 80% A & B and 50% C with the premium savings for the HSA option #2 being automatically deposited into an Health Savings Account designated for each individual employee.
2. An ad-hoc committee will continue to study deductible policies, specific flat dollar amounts and carrier options as it becomes necessary.

Benefits Table for Certificated Staff 2023-24

	Option #1		\$1050 Deduct with 5% Discount			
	Em/Only	Em/Children	Em/Spouse	Sp/in System	Em/Sp/Ch	Sp/in System
Health	\$ 762.11	\$ 1,409.92	\$ 1,600.44	\$ 1,600.44	\$ 2,148.98	\$ 2,148.98
Single Dental	\$ 29.54	\$ 29.54	\$ 29.54		\$ 29.54	
Family Dental				\$ 62.00		\$ 83.29
Total provided						
per Month	\$ 791.65	\$ 1,439.46	\$ 1,629.98	\$ 1,662.44	\$ 2,178.52	\$ 2,232.27
	Option #2		\$3800 Deduct w/HSA Benefits			
Health	\$ 643.00	\$ 1,189.59	\$ 1,350.33	\$ 1,350.33	\$ 1,813.14	\$ 1,813.14
Single Dental	\$ 29.54	\$ 29.54	\$ 29.54		\$ 29.54	
Family Dental				\$ 62.00		\$ 83.29
Total provided						
per Month	\$ 672.54	\$ 1,219.13	\$ 1,379.87	\$ 1,412.33	\$ 1,842.68	\$ 1,896.43
HSA Mo Benefit	\$ 119.11	\$ 220.33	\$ 250.11	\$ 250.11	\$ 335.84	\$ 335.84

*The above rates reflect the qualified EHA 5% discount, if McCook Public Schools fails to qualify for this discount, the rates will convert to the Standard Rates for the same policies.

(Negotiated 2019-2020)

H. Lifetime Activity Passes

Lifetime activity passes shall be given to any teacher and their spouse retiring after at least 15 years of service to McCook Schools or electing the retirement incentive.
(Negotiated 1995-1996)

**Employees shall receive an activity pass good for family admittance to include teacher, spouse, and children pre K-12th grade while employed by the McCook School District.
(Negotiated 2005-2006)

I. Application of Fringe Benefits

For all employees hired after May 1, 1997, all fringe benefits will be prorated by FTE of said employee.

(Negotiated 1997-1998)

ARTICLE IV

Grievance Procedure

A. Purpose

The Board of Education for the McCook Public School District believes that an open channel of communication between staff and administration should always be maintained to insure efficient and harmonious performance. A grievance procedure will be provided to keep the channel of communication open, to promote prompt and fair handling of claims of an employee at the most immediate level of supervision, as well as, to reduce the potential areas of grievance.

B. Definitions of Terms

A grievance shall be considered to be any claim based upon the terms and conditions of employment of certificated employees. Every certificated employee is permitted the opportunity to express his/her grievance and is assured that it will be reviewed and an equitable settlement attempted. All staff members involved must perform their assigned duties until the grievance has been resolved. There shall be no reprisal or reduction in status of any certificated employee by reason of his/her having presented a grievance or having represented another employee in a grievance. Any grieving employee may, if he/she so decides, be represented at all stages of the grievance procedure by himself/herself or by a representative of his/her professional organization.

C. Procedures

1. Informal Procedure

If an employee feels he/she has a grievance, he/she should discuss the problem with his/her immediate superior in an effort to resolve the problem.

2. Formal Procedure

Step 1 - If the aggrieved employee is not satisfied with the disposition of his/her grievance at the informal level, he/she may submit his/her claim as a formal grievance, in writing, to his/her immediate superior. Such immediate superior shall, within three (3) school days after submission of the grievance, render his/her decision and the reasons; therefore, in writing to the aggrieved employee. Employee's superior shall file the grievance submitted, and a copy of his/her decision thereon, in the office of the Superintendent of Schools.

Step 2 - If the aggrieved employee is not satisfied with the disposition of his/her grievance at Step 1, he/she may request a hearing before the superintendent. Such a

request shall be in writing and delivered to the superintendent's office within five (5) school days after the rendition of the decision of the employee's immediate supervisor at Step 1. The superintendent shall set a time and place for hearing the grievance which shall be held within ten (10) school days after filing of the request for hearing. Notice of the hearing shall be given to the aggrieved employee and the employee's superior involved not less than three (3) school days prior to the time of the hearing.

A complete tape recording shall be made of the hearing. The hearing shall be confined to the written grievance originally submitted by the aggrieved employee(s) and the decision, thereon, of the employee's superior. Either party may present written and/or oral supportive statements. The superintendent shall receive such written and/or oral statements and consider them in rendering a decision.

The superintendent shall, within three (3) school days after the hearing, render his/her decision and the reasons, therefore, in writing to the aggrieved employee and the superior.

Step 3 - If the aggrieved employee is not satisfied with the disposition of his/her grievance by the superintendent, he/she may request a hearing before the Board of Education. Such request shall be in writing and delivered to the superintendent's office within three (3) school days after rendition of the superintendent's decision of Step 2. The superintendent shall, thereupon, advise the President of the Board of Education of the request for hearing, and the President shall set a time and place for hearing the grievance, which will be held within ten (10) school days after the filing of the request for hearing. Notice of the hearing shall be given to the aggrieved employee not less than three (3) school days prior to the time of the hearing.

The hearing shall be confined to the written grievance originally submitted by the superior rendered at Step 1, and the decision of the superintendent rendered at Step 2.

The Board of Education and the aggrieved employee shall have available to them the tape record of the hearing held before the superintendent. The Board of Education may accept and consider further written statements from the aggrieved employee and the superintendent, and shall hear such oral statements as the parties wish to make.

The Board of Education shall, within five (5) days after the hearing, render its decision and the reasons, therefore, in writing to the aggrieved employee and the superintendent.

D. Miscellaneous

1. Group Grievance

If the grievance involves a matter common to two or more certificated employees, the grievance may be processed as a single grievance commencing with the director, supervisor or administrator having initial responsibility, thereof. Each group grievance which is processed by the teachers' organization shall set forth upon the written claim the names of the individual grievant(s) and shall be signed by the appropriate officer of the teachers' organization.

2. Grievance Commencing with the Superintendent

If the grievance is such that it does not fall under the jurisdiction of the aggrieved employee's immediate superior, the grievance may commence at Step 2 of the formal procedure.

3. Forms

Forms for filing of grievances, serving of notices, taking of appeals, making reports and recommendations and other necessary documents shall be given appropriate distribution so as to facilitate the processing of the grievance procedure. The forms contained herein shall be those used in the processing of grievances.

4. Grievance File

All documents, communication and records dealing with the processing of a grievance shall be filed in a grievance file and shall not be kept in the personnel file of any of the participants.

(Negotiated 1979-1980)

TYPE OR PRINT

GRIEVANCE FORM A
(To be completed by aggrieved person)

DATE OF FORMAL
GRIEVANCE PRESENTATION _____

SCHOOL _____ PRINCIPAL _____

AGGRIEVED PERSONS _____

FORMAL GRIEVANCE PRESENTATION
(Level 2 - Step One)

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

(Signature of Aggrieved)

TYPE OR PRINT

GRIEVANCE FORM B

(To be completed by principal or other appropriate administrator, within three (3) school days after submission of the formal grievance.)

DATE OF FORMAL
GRIEVANCE PRESENTATION _____

SCHOOL _____ PRINCIPAL _____

AGGRIEVED PERSON _____

DECISION OF PRINCIPAL
(Level 2 - Step One)

DECISION OF PRINCIPAL (OR OTHER ADMINISTRATOR) AND REASONS THEREFOR:

DATE OF DECISION _____

(Signature of Principal or other
Administrator)

AGGRIEVED PERSON'S RESPONSE: (To be completed by aggrieved within three (3) school days of decision.)

____ I accept the above decision of the principal (or other administrator).

____ I hereby appeal the above decision to the Superintendent of Schools.

DATE OF
RESPONSE _____

(Signature of Aggrieved)

TYPE OR PRINT

GRIEVANCE FORM C

(To be completed within (5) school days after the rendition of the decision by the principal or other administrator.)

DATE OF FORMAL
GRIEVANCE PRESENTATION _____

SCHOOL _____ PRINCIPAL _____

AGGRIEVED PERSONS _____

REFERRAL TO SUPERINTENDENT
(Level 2 - Step 2)

OPINION AND REASONS THEREFOR:

(Signature of MEA representative) OR Signature of aggrieved employee
if represented by self)

DATE OF
REFERRAL _____

TYPE OR PRINT

GRIEVANCE FORM D

(To be completed by Superintendent of Schools within three (3) school days after hearing with aggrieved; hearing to be held within ten (10) school days after receipt of appeal.)

DATE OF FORMAL GRIEVANCE PRESENTATION _____ AGGRIEVED PERSONS _____

DATE APPEAL RECEIVED BY SUPERINTENDENT _____

DATE HEARING HELD BY SUPERINTENDENT _____

DECISION BY SUPERINTENDENT
(Level 2 - Step 2)

DECISION OF SUPERINTENDENT AND REASONS THEREFOR:

DATE OF DECISION _____

(Signature of Superintendent)

AGGRIEVED PERSON'S RESPONSE: (To be completed within three (3) school days of decision.)

____ I accept the above decision of the Superintendent of Schools.

____ I hereby appeal to the Board of Education for a review of this grievance.

DATE OF RESPONSE _____

(Signature of Aggrieved)

TYPE OR PRINT

GRIEVANCE FORM E
(Level 2 - Step 3)

AGGRIEVED PERSONS _____ DATE OF FORMAL GRIEVANCE PRESENTATION _____

REFERRAL TO BOARD

(To be completed within three (3) school days after the rendition of the Superintendent's decision.)

_____ The attached grievance is hereby appealed to the Board of Education for a review and hearing.

DATE OF REFERRAL TO BOARD _____

(Signature of MEA representative) OR
Signature of aggrieved employee
if represented by self)

BOARD RESPONSE

(To be completed by Board of Education President within five (5) school days after board hearing with aggrieved; board hearing to be held within ten (10) school days after receipt of appeal.)

DATE APPEAL RECEIVED BY BOARD OF EDUCATION _____ DATE HEARING HELD BY BOARD OF EDUCATION _____

DECISION OF BOARD OF EDUCATION AND REASONS THEREFOR:

DATE OF DECISION _____

Signature of Board President

Article V

Teacher Evaluation

A. Standardization

All teacher evaluations shall result from the use of a standardized procedure that shall be applied uniformly to all teachers.

B. Right of Review

Each teacher shall have the right to review the evaluation each time he/she is evaluated. The teacher shall have the right to sign the evaluation form and to submit a written response to the evaluation. The teacher's response shall be a part of the formal evaluation. The signing of the formal evaluation form does not necessarily mean agreement with the evaluation, but only that the teacher has had the opportunity to review the evaluation.

(Negotiated 1973-74)

Article VI

Severability

A. Severability

In the event that any provision of this Agreement, or any part thereof, is for any reason found by a court of competent jurisdiction to be in violation of State or Federal Constitutions, statutes, or regulations, or otherwise unenforceable, the remainder of the agreement, and each other provision a part thereof, shall be and remain in full force and effect.

(Negotiated 2000-2001)

Article VII

Duration of the Agreement

A. Duration of Agreement

The Provisions of this Agreement shall become effective as of the beginning of the 2023 - 2024 school year and shall continue in effect until the end of the 2023 - 2024 school year. In accordance with current state statute; If a new and amended agreement has not been duly entered into prior to the end of the 2023 - 2024 school year, the terms of this agreement shall continue in full force and effect until such amended agreement is adopted, which then shall be fully retroactive to the beginning of the 2024 - 2025 school year.

This Agreement may be amended by mutual consent of both parties subject to the Statutes of the State of Nebraska. Any amendment agreed to by both parties shall be reduced to writing and incorporated herein.

(Negotiated 2012-2013)

For the Board Committee:

For the Association Committee:

Teresa Thomas
Chairman

John Kuncich
Chairman

Ratification of this agreement is hereby signified: (as recorded in the McCook Public Schools Board of Education minutes of **December 12, 2022**).

Bradley J. Hays
Board President

John Kuncich
Association President

January 11th, 2023
Date, ~~2022~~

11/11, ~~2022~~ ²⁰²³ ~~2023~~ *RLH*
Date

**ADDENDUM TO THE 2022-2023 NEGOTIATED AGREEMENT BETWEEN THE MCCOOK
PUBLIC SCHOOL DISTRICT AND THE MCCOOK EDUCATION ASSOCIATION**

THIS ADDENDUM to the 2022-2023 Negotiated Agreement is made by and between the Board of Education of McCook Public Schools, hereinafter referred to as the "Board," and the McCook Education Association, hereinafter referred to as "Association," as follows:


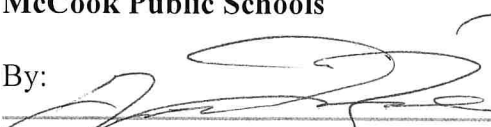
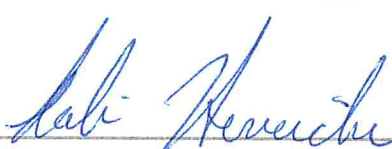
WHEREAS, the Board and Association entered into a Negotiated Agreement, providing for the terms and conditions of compensation for members of the bargaining unit during the 2022-2023 school year; and

WHEREAS, the Board and Association jointly desire to amend said Negotiated Agreement to address an opportunity for certain staff to receive a bonus through a grant from the Nebraska Department of Labor.

NOW, THEREFORE, the Board and Association agree that the 2022-2023 Negotiated Agreement should be and is hereby amended to add the following language as if set forth fully in said Agreement:

Teachers Recruitment and Retention Grant: The School District may apply, on behalf of certain eligible teachers, for Teachers Recruitment and Retention Grant funds via the Nebraska Department of Labor. If the District receives such Grant funds, then the Board and Association jointly agree that those eligible teachers may receive said Grant funds in addition to, and not in substitute of, their regular salary and extra duty pay, if any. The payment of such Grant funds will not be deemed a violation or deviation from this Negotiated Agreement by either Party. The Parties agree to this provision for as long as the Grant funds remain available to the School District, or until otherwise modified by both Parties in writing. The Superintendent or designee shall administer and implement the application and implementation of the Grant program.

All other provisions of the 2022-2023 Negotiated Agreement shall continue in effect without alteration or change.

Executed this <u>11</u> day of January, 2023	Executed this <u>11</u> day of January, 2023
	
McCook Public Schools	McCook Education Association
By: 	By: 
<u>Authorized Representative</u>	<u>Authorized Representative</u>

