

Negotiated Agreement

Entered Into
By

**Plainview Public Schools Board of Education
70-0005**

and

Plainview Professional Education Association

2024-2025 and 2025-2026

PREAMBLE

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 12th Day of February, 2024, by and between the Board of Education of the School District of Plainview in the county of Pierce in the State of Nebraska (hereinafter referred to as the “Board” or “District” as the context may require) and the Plainview Professional Education Association (hereinafter referred to as the “Association”).

The terms of this agreement are for the 2024-2025 & 2025-2026 school years. For the 2024-2025 & 2025-2026 school year the district will again offer the BC/BS \$1,050 deductible health insurance plan, or the plan that is deemed equivalent to, or replaces, the BC/BS \$1,050 deductible plan.

NOTICE OF NONDISCRIMINATION

Plainview Public Schools will not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to their hire, tenure, terms, conditions, or privileges of employment, because of their race, color, religion, sex, disability, or national origin.

PROCEDURES FOR CONDUCTING NEGOTIATIONS

The PPEA and the Board of Education will determine any specific guidelines for conducting negotiations at their first meeting. All procedures found in Policy #407.07 and Nebraska State Statute 48-818 will be followed.

ARTICLE I

Recognition

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

Teacher shall mean all certificated teaching personnel employed by the district.

ARTICLE II

Teacher Rights

- A. Nothing contained in this Agreement shall be construed to deny any teacher those rights provided under Nebraska law or other applicable laws and regulations. Rights granted to teachers herein shall be deemed to be in addition to those provided elsewhere.
- B. The Board will not discriminate against any teacher with respect to terms and conditions of employment by reason of membership in the Association and its affiliates, participation in collective negotiations with the Board, or institution of a grievance under the terms of this Agreement.

ARTICLE III
Grievance Procedure

A. Definition of Terms:

Grievance: Any claim or claims by a teacher, a group of teachers, or the Association, hereafter referred to as the PPEA, that conditions exist which adversely affect terms and conditions of employment or a claim that there has been a violation, misinterpretation, or misapplication of policy, regulations, or contract language.

Grievant: Teacher, group of teachers, or the PPEA making the claim as provided in the paragraph above. The grievance shall be initially filed at the level where the decision resulting in the grievance was made.

B. Procedures:

Level 1: A teacher, group of teachers, or the PPEA who feel they have a grievance should first orally communicate with the administrator to whom they are directly responsible in an effort to resolve the problem. This oral communication must take place within 10 calendar days after the alleged grievance occurred.

Level 2: If the grievance has not been solved at Level 1, the teacher or group of teachers who are members of the PPEA shall set out their grievance in writing and report this alleged grievance to the Professional Rights and Responsibilities Committee of the PPEA and ask this committee to consider the merits of the alleged grievance. This request to the PR&R Committee shall be made within 15 calendar days after the alleged grievance occurred. This committee will meet and act upon such request within 10 calendar days after such action has been requested. If the PR & R Committee does not feel the complaint has merit, it shall indicate this to the complainants, who may continue to press their grievance through the remaining levels with or without the support of the PPEA. If the teacher or group of teachers are not members of the PPEA they may skip Level 2 and register their grievance directly in Level 3. A complete report of the attempts to settle the grievance at each level must be written out and signed by all parties involved and presented to the next level before the grievance will be considered at that level.

Level 3: If the PR&R committee feels that the grievance as presented to them has merit, and if the teacher, group of teachers, or the PPEA involved requests their participation and assistance, the PR&R Committee may make available the services of one of its members to appear with the grievant or grievants at each step in the grievance procedure. If a PR&R Committee member is to accompany the grievant or grievants, a written notification shall be given to the administrator involved. At least five calendar days prior to the conflicts, the administrator may have the option of selecting another member of the administrative staff to assist him at each level of the grievance procedure. The grievant or grievants shall, in 15 calendar days from the alleged grievance or the action by the PR&R Committee, whichever comes later, request a conference with his/her building administrator and shall submit the details of the alleged grievance in writing to his/her building administrator. A staff member who is not a member of the PPEA

must submit his/her grievance in writing to the building administrator within 15 calendar days after the occurrence of the alleged grievance.

Level 4: If the grievance is not settled at Level 3 within 10 calendar days, the teacher, group of teachers, or the PPEA may submit a written request within 5 calendar days for a joint conference with the building administrator and the Superintendent of schools.

Level 5: If the grievance is not solved at Level 4 within 10 calendar days, the aggrieved teacher, group of teachers, or the PPEA may submit a written request within 5 calendar days to the Superintendent of schools for a meeting with the Board of Education to be held within 30 calendar days. Such a request will be granted if the teacher, a group of teachers, or the PPEA follow the steps outlined herein.

Level 6: The Board of Education will consider a grievance presented at the completion of Level 5 and the steps outlined herein and will render a decision within 30 calendar days. The decision by the Board of Education will be the final decision in the grievance procedure and will be binding on all parties.

ARTICLE IV Salary

A. Salary Schedule

The salary of each teacher covered by this agreement shall be determined by the salary schedule. Teachers shall be paid monthly, in twelve equal installments on the twentieth (20th) of the month utilizing the direct deposit system. First year teachers may have the option to be paid on a 13-month basis starting with the August 20th payroll of their hire year being the first of 13 equal installments.

B. Initial Placement

When hired, teachers shall be credited with all years teaching experience and placed on the schedule according to their degree level. Teachers having one, two or three years of teaching experience at the time they are hired by the Plainview Public School will be placed on Step 3 of the salary schedule and remain on Step three until their 4th year of teaching.

C. Base Salary

The base salary shall be \$40,000 for the 2024-2025 school year and \$41,200 for the 2025-2026 school year. If EHA rates increase 4.1%-6% for 2025-2026 the base salary will be \$41,000. If EHA rates increase 6.1% or higher for 2025-2026 the base salary will be \$40,800.

D. Bonus

Teachers frozen on BA Step 3 will receive a \$1,000 bonus in their 2nd and/or 3rd year teaching IF residing within the school district.

E. Non-Contract Workdays

Teachers will be compensated 1/185th of a BA+3 for all required staff development outside of the 185 contract days.

F. Guaranteed Placement

Teachers to the right of the BA+36 column with a Master's Degree during the 2021-2022 school year (W. White, Clemans, Kment, Alexander, Blair-Sauser, Mosel, Jacobsen, Hamm, Boyer) will be compensated an additional 4.25% of the base for the duration of their employment at Plainview Public Schools.

G. Horizontal Movement

Teachers must complete a "Salary Advancement Approval" form PRIOR to earning graduate credit that they intend to count toward salary advancement.

All coursework accepted for advancement on the salary schedule must be graduate credit from an approved accredited institution.

Any teacher who will advance on the salary schedule must notify the superintendent's office by providing official transcripts no later than August 20 in order to be paid during the year. Failure to notify the superintendent's office by August 20 will result in the teacher not being advanced on the salary schedule until the following year.

All graduate hours earned prior to a Master's Degree must be in approved Masters level courses from an accredited institution.

H. Vertical Movement

Teachers shall be placed on the proper vertical step in accordance with their experience in the district plus credited prior teaching experience. Teachers initially placed on Step 3 of the salary schedule, based upon their prior teaching experience, will be frozen on Step 3 until they have completed their third year of teaching, at which time they will be granted normal vertical movement in relation to their experience. Only one movement vertically per year shall be granted.

I. Extra Duty

Where a contractual agreement has been reached between an individual teacher and the district relating to the performance of extra curricular duties, the salary shall be in accordance with the provisions of the extra duty/extra curricular salary schedule.

J. Extended Contracts

Where a contractual agreement has been reached between an individual teacher and the district relating to employment beyond the annual employment periods the salary for that extended contract shall be a prorate extension of that teacher's daily rate of pay for the annual employment period, 1/185th of teacher's salary.

K. Class Cover Substitute

Compensation for class cover as a substitute will be made at the rate of \$40 per class or the prorated equivalent if not a full class period. The superintendent will determine which situations qualify for extra pay and compensation forms will be filled out prior to covering a class and signed by teacher and administrator at the time of the request. The principal will prepare this paperwork.

L. Pay for Teaching College Credit Classes

Teachers will be paid \$500 for each college credit class they teach in which there are at least four (4) students enrolled in the college credit class. The four students may be Plainview students and/or students attending school in another district but taking the class through distance learning. In the event the class is taught as a distance learning class, the teacher will be paid both the \$500 for teaching a college credit class and the money they would receive according to the extra duty schedule for teaching a distance learning class.

M. Early Retirement Incentive Pay

The purpose of this early retirement incentive is for the employee and the district to receive a financial benefit when someone takes early retirement. A current certificated employee must be at least 55 years old and have spent fifteen years of employment with the Plainview School District. Part-time employees will have their benefit prorated on the basis of their contractual work time. An eligible employee who elects this option must notify the superintendent in writing on or before February 1st of the year he/she will retire by August 31. An eligible employee will receive a benefit of \$7,000 per year for a maximum of five (5) years. The benefit will cease when the employee is eligible for full social security benefits. Payments will begin in January the year following retirement and continue for five years or until the person reaches full social security age. The \$7,000 will be paid on January 20. The appropriate state and federal taxes will be withheld from these payments.

REQUEST FOR EARLY RETIREMENT INCENTIVE PAY

To: Plainview Public Schools

I hereby give notice of my intent to retire at the end of this contract year (on or before August 31). I am applying for benefits under the early retirement incentive policy. I am currently employed by Plainview Public Schools and my birth date is _____.

Date: _____

Signature: _____

Name: _____

Address: _____

You are eligible and approved to receive the following payment(s):

Date: _____

Superintendent: _____

ARTICLE V
Insurance and Annuities

A. Health Insurance

The Board shall provide all certificated teacher employees with full family health and single dental insurance coverage in accordance with their appropriate Tier under the Educators Health Alliance (BC/BS) program. Participation will be in the \$1,050 deductible plan. Employees contracted from .4 - .99 FTE will receive a prorated amount.

Qualified individuals electing not to participate in the employer's health insurance plan will receive 55% per month in salary compensation of the total monthly Single health/dental plan or an amount prorated according to their FTE. This is provided that a teacher shall not be permitted to decline School District provided group health and single dental insurance unless said teacher has filed with the business office on the form provided by the School District an agreement providing (1) for an individual disclaimer which certifies that said teacher is covered by alternate health insurance coverage which provides at least "Bronze Level" health insurance coverage as defined under the Patient Protection and Affordable Care Act (PPACA); and, (2) that should the employee fail to obtain and maintain health insurance coverage as required herein at any time during the term of the Negotiated Agreement, the teacher shall be deemed to have permanently waived his/her rights to decline health insurance coverage and receive a cash stipend, and shall be required to enroll Employee "self-only" under the School District's group health insurance coverage during the open enrollment period for such group plan for the ensuing contract year, and all subsequent contract years.

The cash insurance payment shall be subject to FICA taxes and federal and state income tax, but is a fringe benefit and shall therefore not be subject to the Nebraska Public Employee Retirement System deduction/payment.

If BC/BS does not offer a \$1,050 deductible plan, the district will pay for the substitute plan.

B. Disability Insurance

All employees must purchase their own disability insurance through a provider selected by the district. Payments will be made through monthly payroll deductions. To offset these costs, the district will provide \$275 for the 2024-2025 and 2025-2026 school years to be deposited into each employee's Section 125 account. Part-time employees will receive a pro-rata amount.

C. IRA Contribution

All certified employees will have the option to be enrolled in a 403b/457b IRA plan. The school district will contribute \$15 IF the employee elects to contribute \$10 for a total of \$25. At year 15 of service to the district, the school district will contribute \$25 to the teacher's IRA plan with no required contribution by the teacher. At year 25 and above, the

school district will contribute \$30 to the teacher's IRA plan with no required contribution by the teacher. This agreement is retroactive to current years of service to the district.

D. IRS 125 Plan

Each teacher covered by this agreement shall have the option of participating in an IRS Section 125 Flexible Benefit Plan. The administration and participation costs of this benefit shall be paid by the Board of Education. This fund will be administered according to the law. All payroll deductions will be deposited into the proper bank account in a timely fashion.

ARTICLE VI
Terms of Employment

A. Teacher's Contract

Upon initial employment, the teaching contract issued to employees subject to this Agreement shall be on a contract form recommended by the Commissioner of Education. The length of the contract shall be 185 days.

B. Release from Contract

Teachers who wish to be released from their contract shall be released upon written request filed with the Superintendent of Schools. All resignations will be presented to the Board for final acceptance or rejection.

C. Part-Time

Part-time and job-sharing employees will receive a salary and fringe benefits as provided for elsewhere in this agreement. Salary Schedule advancement for experience shall be credited at the rate of one year of experience for each year of employment.

D. Normal Work Day

The normal workday for bargaining unit teachers shall be 8 hours.

E. Reduction in Force

When the Board of Education deems that budget considerations, declining enrollment, or reduction or discontinuation of a particular service requires a reduction or in the number of teachers or administrators to be employed at the beginning of the following year, the Board may amend/terminate the contract of an employee at the close of the school year provided that the following provisions shall apply:

1. On or before March 15 of any school year the Superintendent shall recommend to the Board of Education those grades, areas, or programs where fewer employees are needed or where programs should be discontinued.
2. The school district shall attempt to absorb reductions in a building, department, or program through normal attrition due to resignations, retirement, leaves of absence and/or alternate assignments.
3. No probationary teacher will be retained to render service which a tenured teacher is qualified by reason of certification and endorsement to perform.
4. When tenured teachers are considered for reduction the following criteria will be applied to determine which teacher will be considered for reduction. Each employee will be given an accumulative point total based upon the points and categories listed below. Points are to be figured on a yearly basis, not accumulated over time with the exception of "c. Length of Service" which accumulates up to a total of fifteen points. That employee with the smallest point total will be reduced first.
 - a. Special Training/Skills/Endorsements: (15 points maximum)
 1. Additional Endorsements 1-4 points
 2. Additional course work in teaching area 1-4 points
 3. Special workshops that enhance teaching 1-4 points
 4. Strength of program in place, e.g. drama, music, gifted, etc. -1-4 points
 - b. Contributions to the extracurricular program: (15 points maximum)
 1. Head Coach (all sports) 5 points each
 2. Assistant Coaches, Speech, Summer Music, Summer guidance 4 points each
 3. Jr. High Coaches, Dance, One Acts, Athletic Director, Vocal & Instrumental Music 3 points each
 4. TeamMates Local Coordinator 1 point each
 5. All other positions on extracurricular schedule 2 points each
 - c. Length of Service in District: (15 points maximum)

One point for each year as a full time teacher in district. Part-time teaching will be prorated accordingly.
5. Any employee who is to be terminated to effect a reduction in force shall have the rights for notification and hearing as provided in Nebraska statutes. Any employee so terminated shall be considered to have been dismissed with honor and shall, upon request, be provided a letter to that effect. The terminated teacher will also have 24 month recall rights as provided in statute.

6. An employee under contract with another school district may waive recall but such waiver shall not deprive the employee of his or her right to subsequent recall.
7. If the reduction of an employee, based upon the provisions of this policy, would place the district in non-compliance of any federal or state law or regulations requiring affirmative action employment practices, the district may vary from these provisions as necessary to comply with such laws or regulations.
8. The Board of Education will not change this policy without consulting the PPEA.

ARTICLE VII

Leaves

Employee must specify on leave request what type of paid leave is being used/requested.

Sick Leave

At the beginning of each school year each teacher shall be credited with six (6) days paid sick leave allowance to be used for personal or family illness. Family is defined as siblings, children and parents of the staff member or his/her spouse.

Staff in need of additional sick days may borrow up to four days from the next school year. If the employee leaves the district while still owing sick leave days, the staff member's salary shall be reduced by 185th of their total salary for each day borrowed. The employee may elect to have this amount deducted in one lump sum or divided between all remaining paychecks.

Paid Time Off (PTO)

At the beginning of each school year each teacher shall be credited with five (5) days PTO to be used at the discretion of the teacher.

Unused Sick/PTO Day

All unused Sick/PTO days at the end of the year will go to a sick bank. Teachers must use annual allotment of Sick/PTO before dipping into any banked days. The sick bank max is 45 days. If an annual allotment of sick days or carryover of unused sick/PTO days pushes a teacher's total above 45 days, they will be paid ½ the current sub rate back down to 45 days. If a retiring teacher has 45 days in their sick bank, they will be paid ½ the current sub rate for each day down to 0. For retirees with less than 45 days in their sick bank, the payback rate will be \$10/day.

Bereavement Leave

Bereavement leave will be 2 per occurrence. If more time is needed for immediate family or travel time, it will be at the administrator's discretion.

Professional Leave

The granting of professional leave is subject to administrative approval.

Jury Duty Leave

When a staff member is ordered to report for jury duty, full salary will be granted to said staff member. The compensation a staff member receives shall be reimbursed to the school except expense reimbursement.

ARTICLE VIII

Personnel File

A. File

Any teacher shall have the right, upon request, to review the contents of their personnel file(s) and to receive copies at Board expense of any documents contained therein.

B. Derogatory Material

No material derogatory to a teacher's conduct, service, character, performance or personality shall be placed in the teacher's personnel file unless the teacher has been provided a copy and had prior opportunity to review the material. The teacher shall acknowledge that they had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and their answer shall be reviewed by the superintendent or the superintendent's designee and attached to the file copy.

C. No Separate Files

Although the Board agrees to protect the confidentiality of personal reference, academic credentials and other similar personnel records, it shall not establish any separate personnel file(s) that is not available for the teacher's inspection.

ARTICLE IX

Duration of Agreement

This contract shall be effective at the beginning of the 2024-2025 school year and shall continue in effect through the 2025-2026 school year or until a substitute contract is adopted.

Plainview Public Schools
2024-2025 Salary Schedule

	BA	BA+9	BA+18	BA+27	MA	MA+9	MA+18	MA+27
1	\$40,000	\$41,700	\$43,400	\$45,100	\$46,800	\$48,500	\$50,200	\$51,900
	1.0000	1.0425	1.0850	1.1275	1.1700	1.2125	1.2550	1.2975
2	\$41,700	\$43,400	\$45,100	\$46,800	\$48,500	\$50,200	\$51,900	\$53,600
	1.0425	1.0850	1.1275	1.1700	1.2125	1.2550	1.2975	1.3400
3	\$43,400	\$45,100	\$46,800	\$48,500	\$50,200	\$51,900	\$53,600	\$55,300
	1.0850	1.1275	1.1700	1.2125	1.2550	1.2975	1.3400	1.3825
4	\$45,100	\$46,800	\$48,500	\$50,200	\$51,900	\$53,600	\$55,300	\$57,000
	1.1275	1.1700	1.2125	1.2550	1.2975	1.3400	1.3825	1.4250
5	\$46,800	\$48,500	\$50,200	\$51,900	\$53,600	\$55,300	\$57,000	\$58,700
	1.1700	1.2125	1.2550	1.2975	1.3400	1.3825	1.4250	1.4675
6	\$48,500	\$50,200	\$51,900	\$53,600	\$55,300	\$57,000	\$58,700	\$60,400
	1.2125	1.2550	1.2975	1.3400	1.3825	1.4250	1.4675	1.5100
7		\$51,900	\$53,600	\$55,300	\$57,000	\$58,700	\$60,400	\$62,100
		1.2975	1.3400	1.3825	1.4250	1.4675	1.5100	1.5525
8			\$55,300	\$57,000	\$58,700	\$60,400	\$62,100	\$63,800
			1.3825	1.4250	1.4675	1.5100	1.5525	1.5950
9				\$58,700	\$60,400	\$62,100	\$63,800	\$65,500
				1.4675	1.5100	1.5525	1.5950	1.6375
10				\$60,400	\$62,100	\$63,800	\$65,500	\$67,200
				1.5100	1.5525	1.5950	1.6375	1.6800
11					\$63,800	\$65,500	\$67,200	\$68,900
					1.5950	1.6375	1.6800	1.7225
12					\$65,500	\$67,200	\$68,900	\$70,600
					1.6375	1.6800	1.7225	1.765
13					\$67,200	\$68,900	\$70,600	\$72,300
					1.6800	1.7225	1.765	1.8075
14						\$70,600	\$72,300	\$74,000
						1.765	1.8075	1.8500
15							\$74,000	\$75,700
							1.8500	1.8925

PLAINVIEW PUBLIC SCHOOL

EXTRA DUTY SALARY SCHEDULE FOR 2024-2025 (\$40,000)

ALL NUMBERS REPRESENT A PERCENTAGE OF THE BASE

YEAR	A	B	C	D	E	F	G	H
1	11.000	9.350	7.150	6.050	3.850	2.750	1.650	1.100
2	11.500	9.775	7.475	6.325	4.025	2.875	1.725	1.150
3	12.000	10.200	7.800	6.600	4.200	3.000	1.800	1.200
4	12.500	10.625	8.125	6.875	4.375	3.125	1.875	1.250
5	13.000	11.050	8.450	7.150	4.550	3.250	1.950	1.300
6	13.500	11.475	8.775	7.425	4.725	3.375	2.025	1.350
7	14.000	11.900	9.100	7.700	4.900	3.500	2.100	1.400
8	14.500	12.325	9.425	7.975	5.075	3.625	2.175	1.450
	Varsity FB, WR	Varsity Track	Asst. FB, WR	Asst. TR, Golf	Inst. Music	Vocal Music	SAT/RTI	Nat'l Honor Soc.
	Varsity BB, VB	Varsity C.C.	Asst. BB, VB	Summer Guid.	Asst.-Sp./One Act Yearbook (Class)	Chair (2)	Teach over DL	Sr. Slideshow
	Varsity Golf	Bowling	FFA, FCCLA	*Activity Director	Elem. Extra	Dance Team		
			Speech	(each season)	9th BB	A.D. Summer		
			One Act	Jr. High Coaches	SPED Coord.	Jr/Sr Class Spon		
			Yearbook			Student Council		
			(not a class)					

A. D. = \$8,000

Summer Weights \$10.30/hr.

Advantage \$20/session.

Advantage Coordinator \$309/yr.

Walking Club \$10.30/hr.

Class sponsors for 9-10 grade will be paid \$250/ea. for up to 2

All hourly and flat-rate compensated duties performed by certificated personnel will receive a raise each year commensurate with the salary base increase.

**The placement/compensation for this position will be reconsidered when there is a change in non-administrative personnel fulfilling these duties.*