

**2019-2020**

**NEGOTIATED AGREEMENT**

**by and between**

**THE LOUISVILLE EDUCATION ASSOCIATION**

**and**

**THE BOARD OF EDUCATION**

**LOUISVILLE SCHOOL DISTRICT #32**

**CASS COUNTY, STATE OF NEBRASKA**

## **PREAMBLE**

This agreement is made and entered into this **1st day of May, 2019**, by and between the Board of Education of the School District of Louisville in the county of Cass, in the State of Nebraska (hereinafter referred to as the "Board" or "District") and the Louisville Education Association (hereinafter referred to as the "Association") for the **2019-2020** school year.

## **GENERAL PURPOSE**

The Board and the Association recognize the development of a quality educational program for the children attending the public schools of Louisville is a joint responsibility best achieved by agreement of all parties working toward common goals. The Board and the Association enter into this agreement with mutual dedication, recognizing the experience, creativity and judgment of all parties are necessary to reach the educational needs of the community. The wages, hours, terms and conditions of employment provided in this Agreement shall remain in effect until changed by written, mutual consent.

### **ARTICLE I – Recognition**

The Board will recognize the teacher bargaining unit as the exclusive and sole collective bargaining representative for all teachers employed by the district through a letter presented annually to the Board by the teacher bargaining unit. Teacher shall mean all certificated teaching personnel employed by the district including guidance counselors and excluding Administrators.

### **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 - Association Rights**

- A.** Representatives of the Association and its affiliates shall be allowed to conduct Association business on school property during school hours or outside school hours, providing such business does not cause undue interruption of the school program. Time and place of such business shall be contingent on the approval of the Superintendent of Schools.
- B.** The Association shall be allowed the use of the school building for meetings, providing such use does not result in unscheduled maintenance costs. If such costs are incurred, an appropriate fee will be negotiated between the parties to this Agreement.
- C.** The Association shall be allowed the use of school equipment including duplicating

machines, audio-visual equipment, computers and standard office equipment on the premises.

- D. The Association shall be allowed to make reasonable use of the school's communication system including teacher mailboxes, intercom, teacher bulletins, and other items, provided such use does not cause unnecessary interruption of the educational program of the school.

#### **ARTICLE IV – Salaries**

- A. All teachers will be placed on the salary schedule covered by this agreement. Base salary for **2019-2020** shall be **\$37,415.00**.
- B. Steps horizontally on the schedule up to and including the Master's column will be granted on college hours that are applied toward a Master's program in the teacher's endorsed area, educational technology, or the areas of guidance or administration in education. Steps horizontally on the schedule past the Master's column will be granted on college hours that are applied toward a second Master's, Specialist or Doctorate in the teacher's endorsed area, educational technology, or the areas of guidance or administration in education. Steps horizontally on the schedule past the Master's column will also be granted on hours that are approved by the Superintendent and the Board of Education. A class approval form is required prior to the first class session for requesting these hours. At the beginning of the new contract year (Beginning with the 2014-2015 school year), all approved hours earned will be used to determine the horizontal movement on the salary schedule and teachers shall be allowed unlimited horizontal movement on the salary schedule.

Transcripts of credits must be in the Office of the Superintendent of Schools by September 1, for verification of placement on the schedule. If transcripts are not received by this date, the teacher placement on the salary schedule will be determined with the hours on file as of September 1.

- C. Steps vertically on the schedule will be granted in accordance with experience in the district plus all credited previous experience.

Teachers shall be limited to one vertical step movement on the salary schedule per year beginning with the 2008-2009 school year.

Beginning with the 2012-2013 school year, vertical step 13 will be added to the salary schedule from MA9 through MA36 level, followed with the addition of vertical step 14 from MA18 through MA36 level of the schedule.

Beginning with the 2014-2015 school year, vertical step 9 will be added to the BA18 column of the salary schedule and vertical step 10 will be added to the BA27 column of the salary schedule.

Beginning with the 2019-2020 school year, vertical step 15 will be added to the MA+27 and MA+36 columns of the salary schedule.

- D. Credit may be given for up to twelve years of experience outside of the Louisville

system. Determination of experience beyond 12 years may be granted by the Board. New employees shall be placed on the schedule according to their degree level and post BA graduate hours.

- E. Each teacher employed by the district will receive their appropriate advancement on the salary schedule in accordance with provisions of Article IV in the event this agreement continues for the following school year.

#### **ARTICLE V – Direct Deposit**

The Board requires each teacher to utilize the service of direct deposit of their payroll checks into a banking institution of each teacher's choice at no cost to the teacher.

#### **ARTICLE VI - Fringe Benefits**

- A. Health Insurance - The Board shall provide Educator's Health Alliance health insurance (PPO \$650 deductible with pre-admission) as well as employee only dental insurance.

The Board shall pay the following for teachers selecting one of the four tiers of EHA health and dental insurance benefits each month:

Employee only health/employee only dental **\$703.45**  
Employee/Children health/employee only dental **\$1,219.46**  
Employee/Spouse health/employee only dental **\$1,371.20**  
Employee/Spouse/Children health/employee only dental **\$1,808.13**

The employee only payment represents the entire monthly premium for employee health and employee dental insurance.

The employee/children, employee/spouse and employee/spouse/children represent the entire monthly premium for employee health and employee dental insurance plus 90% of the difference between these premiums and the employee health and employee dental premium.

- B. For those electing not to take health insurance and can provide proof of health insurance coverage by another group (such as a spouse's employer), the district shall provide for a cash payment as follows:
  - (1) For employees whose start date was prior to the beginning of the 2019-2020 contract year, a payment of **\$7,200 (\$600 monthly)**. For employees whose start date was prior to the beginning of the 2019-2020 contract year, but who switch from electing insurance coverage to cash in lieu for the 2019-2020 contract year or who switch to cash in lieu at any point after the beginning of the 2019-2020 contract year, a payment of **\$3,000 (\$250 monthly)**; or
  - (2) For employees whose start date was on or after the beginning of the 2019-2020 contract year, a payment of **\$3,000 (\$250 monthly)**.

An employee may decline the School District provided group health and dental insurance coverage and receive a cash-in-lieu "opt out" stipend consistent with the terms of this Agreement, PROVIDED, that such employee has filed with the business office on the form attached hereto and incorporated herein as Exhibit "A" which serves as accurate attestations of alternative coverage for each tax year covered by this Agreement, in accordance with the conditions of an "eligible opt out payment" as set forth in Treas. Prop. Reg. 26 CFR § 1.36B-2(c)(v)(A)(7), as may be amended from time to time.

Any employee choosing the opt out stipend must submit the attestation form on or before August 19, 2019. The attestation must be filed at least annually for employees seeking the opt out stipend. Failure to comply with all of the provisions of the attestation form at any point in time covered by this Agreement will result in the denial of the opt-out stipend payment even if the teacher declined health coverage.

- C. Teachers will be required to select either a health/dental plan or cash in-lieu payment or before the date in the preceding section addressing "eligible opt out payments."
- D. All teachers employed at Louisville Schools shall be required to purchase long-term disability insurance coverage through Schools Insurance Fund. The cost of this long-term disability coverage will be set each year by our insurance carrier. The district will continue to pay the health insurance premium described above for any disabled employee until the end of the current contract year.

#### **ARTICLE VII - Terms of Employment**

- A. Before the commencement of negotiations each year, the board must inform the LEA in writing of the number of days it will require teachers to work. The Board may not increase the number of duty days after it has provided said notice to the LEA unless the change in the number of days is mutually agreed to by the Board and the Association.

The Annual Employment Period for employees shall be 185 service days for the 2019-2020 contract year. Individual contracts for each employee shall identify the Annual Employment Period.

- B. Teachers will be paid on or before the twenty-fifth (25th) day of each month.

#### **ARTICLE VIII – Leaves**

- A. Sick Leave - Sick leave up to nine (9) sick days per school year will be granted.
- B. Personal Leave – All certified staff members have three (3) personal days per year. Additional personal days approved, may be transferred from available sick days at the discretion of the Superintendent.

Guidelines are as follows for sick/personal leave:

- a) The nine (9) sick + three (3) days of sick/personal leave each year are in addition to

the days accumulated prior to the beginning of that school year. Example: If a teacher had 45 sick days accumulated from the previous year, they would begin the current year with 54 sick and (3 personal days) available for the current year.

- b) In the fall of each year, the administration will inform the teaching staff of the number of accumulated sick leave days.
  - c) Sick leave may be used for personal sickness or for the care of the employee's immediate family.
  - d) Personal leave shall be granted for any reason and an employee shall not be required to provide a reason for use of such leave.
  - e) If personal/sick days are not used during the current school year, they will be banked as sick days assuming the employee has not reached the maximum accumulation of 45 sick days. Personal days will be banked first, followed by sick days, up to the maximum accumulation of 45 days.
- C. Bereavement Leave – Bereavement leave up to three days will be allowed per year. Bereavement leave will not affect the total number of sick or personal days allowed or accumulated by the teacher. Bereavement leave will not accumulate from year to year.
- D. A doctor's excuse may be requested, after three days of sick leave and once a week thereafter. If a doctor's excuse is requested and not provided within ten (10) days, daily salary is deducted.
- E. Unused sick leave remaining at the end of any given school year can be accumulated up to a maximum of forty-five (45) days beginning with the 1984-85 school term. After accumulated and current sick leave is exhausted, salary deductions shall begin as described in section H.
- F. Teachers on the schedule prior to the 1984-85 school term shall be frozen on accumulated days collected at that time, however, once they reach or drop to 45 days by accumulation or usage, accumulated days shall not exceed 45 days.
- G. If a teacher has used all of their current year sick leave, they may access their accumulated sick leave without having to use their current year personal leave.
- H. Employees covered by this Agreement are entitled to up to ten (10) days of additional sick leave in excess of all other paid leave provided herein, so long as their requested leave otherwise qualifies for sick leave, at a reduction of 1/185<sup>th</sup> of the annual salary per day. This provision shall not apply if the employee is eligible for leave under the FMLA (Family Medical Leave Act) and/or for short-long term disability leave.
- I. A teacher who leaves the system for any reason and then returns will start with no accumulated days. Under no circumstances will accumulated days exceed the maximum forty-five (45) days other than described in section E.
- J. Leave time for any part-time teacher will be prorated according to the teacher's full-

time equivalence multiplied by the allotment for each type of leave, rounded up to the nearest increment used for that type of leave.

- K. Professional Leave - This leave may be allowed with the approval of the Superintendent of Schools. Professional leave shall not count against earned or accumulated sick or personal leave.
- L. Association Leave: Up to three (3) days, cumulative and not individually for any Association member, of paid leave each year shall be granted to the Louisville Education Association (LEA) to allow Association representatives to conduct Association business. The President of LEA shall notify the administration, at least five (5) day prior to the taking of such leave, the name of the person(s) requesting the leave and the date on which the leave will be taken. The District agrees to pay the cost for substitute teacher(s) when Association days are used by Association representatives.

#### **ARTICLE IX - Extra Duty**

- A. All staff with extra duty assignments shall be placed in the appropriate column on the extra duty pay schedule. Up to six years of experience from other school districts and colleges will be allowed when placing sponsors for placement on the extra duty pay schedule. Experience in the same activity but on a different level of responsibility will be allowed for placement and movement on the extra duty pay schedule. The determination shall be left to the administration.
- B. Teachers will be assigned duty assignments should they exist during the year in order to attain adequate supervision. (Dances, conferences, programs etc.)
- C. Teachers asked or assigned to work dances or games shall be paid \$30.00 per night/time frame, except for those sponsors already responsible for and receiving extra duty pay for such activities through the extra duty pay schedule. The amount may be increased, as warranted, at the Board of Education's discretion based on the length of the activity or due to an increased degree of responsibility on behalf of the involved staff member.
- D. Teachers shall be granted release time to compensate for the hours spent during evening parent teacher conferences. This release time may be a.m. or p.m. of the school day and may be granted on the afternoon or morning of parent teacher conferences or on another school day.
- E. Any teacher on extended contract shall be paid at their daily rate.

#### **ARTICLE X – Other Provisions**

- A. Nondiscrimination – The Board and Association shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his or her race, color, religion, sex, disability, or national origin.


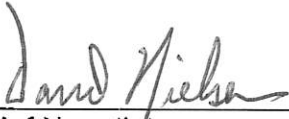
B. Safety Committee – The Superintendent may appoint members of the staff to serve on the safety committee as appropriate and as required by law.

**ARTICLE XI - Document Authorization**

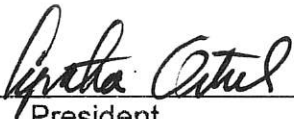

In witness whereof the parties hereto caused this contract to be signed by their respective presidents, attested by their chief negotiators, and their signatures to be placed hereon.

Attachments to this document include Salary Schedule, Extra Duty Schedule, and Declination of Insurance document.

Louisville Education Association

by  \_\_\_\_\_ by  \_\_\_\_\_  
President Chief Negotiator

Louisville Board of Education

by  \_\_\_\_\_ by  \_\_\_\_\_  
President Chief Negotiator



**Louisville Public Schools  
Declination of Offer to Enroll in Health Insurance Program**

I, \_\_\_\_\_, knowingly and voluntarily decline to enroll or participate in the Louisville Public School District's (the "District") offer of affordable health insurance. Instead, I knowingly and voluntarily elect to accept a cash-in-lieu or "opt-out" payment of \$\_\_\_\_\_ (the "Cash-in-Lieu Payment"). In doing so, I swear and affirm, that the following are true and accurate:

1. I understand that, by declining to enroll in the District's health insurance, I may be assessed taxes, penalties or fines by the IRS for failing to have health insurance but, knowing this, I nevertheless decline to enroll in the District's insurance plan.

2. I, along with all other individuals for whom I reasonably expect to claim a personal exemption deduction for the taxable year or years that begin or end in or with the District's plan year to which the Cash-in-Lieu Payment arrangement applies (my "expected tax family") have or will have "minimum essential coverage" (other than coverage in the individual market, whether or not obtained through the Marketplace) which provides "minimum value" as those terms are defined by federal law, during the period of coverage to which the Cash-in-Lieu Payment arrangement applies.

3. I understand that the District will not, under any circumstance, make any Cash-in-Lieu Payment to me if the District knows or has reason to know that I, or any other member of my expected tax family, do not have or will not have the alternative coverage.

4. I understand that, by declining to enroll in the District's health insurance program and, instead, electing to receive a Cash-in-Lieu Payment, that, subject to limited circumstances, I may not be eligible to enroll in the District's health insurance after the District's annual open enrollment period ends. I further understand and acknowledge that, if I lose my health insurance from the alternative source after the District's annual open enrollment period ends, I may not be able to enroll in the District's health insurance until the District's subsequent annual open enrollment period. Notwithstanding the foregoing, I still voluntarily and knowingly desire to forego health insurance through the District and elect to receive a Cash-in-Lieu Payment.

5. I recognize that, if the District is ever fined or penalized under the Affordable Care Act as a result of my declination to enroll in the District's health insurance, then the District, in its discretion, may refuse to allow me to receive a Cash-in-Lieu Payment in the future.

6. If any of the statements in this document are not true or accurate, then I will inform the District before signing the document. If any of the statements in this document become untrue or inaccurate in the future, I agree to advise the District as soon as I am reasonably able to do so.

7. In order to be eligible for a Cash-in-Lieu Payment, I understand that I must submit this form to the District's business office on or before August 19, 2019 and must do so annually by the date set by the Negotiated Agreement for any year in which I plan to seek a Cash-in-Lieu Payment.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
[Print Your Name]

\_\_\_\_\_  
[Sign Your Name]

Louisville School Salary Schedule 2019-2020

	5x3 Index	BA	BA+9	BA+18	BA+27	MA	MA+9	MA+18	MA+27	MA+36								
1	1.00	37415.00	1.03	38537.45	1.06	39659.90	1.09	40782.35	1.12	41904.80	1.15	43027.25	1.18	44149.70	1.21	45272.15	1.24	46394.60
2	1.05	39285.75	1.08	40408.20	1.11	41530.65	1.14	42653.10	1.17	43775.55	1.20	44898.00	1.23	46020.45	1.26	47142.90	1.29	48265.35
3	1.10	41156.50	1.13	42278.95	1.16	43401.40	1.19	44523.85	1.22	45646.30	1.25	46768.75	1.28	47891.20	1.31	49013.65	1.34	50136.10
4	1.15	43027.25	1.18	44149.70	1.21	45272.15	1.24	46394.60	1.27	47517.05	1.30	48639.50	1.33	49761.95	1.36	50884.40	1.39	52006.85
5	1.20	44898.00	1.23	46020.45	1.26	47142.90	1.29	48265.35	1.32	49387.80	1.35	50510.25	1.38	51632.70	1.41	52755.15	1.44	53877.60
6	1.25	46768.75	1.28	47891.20	1.31	49013.65	1.34	50136.10	1.37	51258.55	1.40	52381.00	1.43	53503.45	1.46	54625.90	1.49	55748.35
7			1.33	49761.95	1.36	50884.40	1.39	52006.85	1.42	53129.30	1.45	54251.75	1.48	55374.20	1.51	56496.65	1.54	57619.10
8					1.41	52755.15	1.44	53877.60	1.47	55000.05	1.50	56122.50	1.53	57244.95	1.56	58367.40	1.59	59489.85
9					1.46	54625.90	1.49	55748.35	1.52	56870.80	1.55	57993.25	1.58	59115.70	1.61	60238.15	1.64	61360.60
10							1.54	57619.10	1.57	58741.55	1.60	59864.00	1.63	60986.45	1.66	62108.90	1.69	63231.35
11									1.62	60612.30	1.65	61734.75	1.68	62857.20	1.71	63979.65	1.74	65102.10
12									1.67	62483.05	1.70	63605.50	1.73	64727.95	1.76	65850.40	1.79	66972.85
13											1.75	65476.25	1.78	66598.70	1.81	67721.15	1.84	68843.60
14													1.83	68469.45	1.86	69591.90	1.89	70714.35
15														1.91	71462.65	1.94	72585.10	



