

2012-2014
COLLECTIVE BARGAINING AGREEMENT
between Millard Public Schools
and the Millard Education Association

THIS AGREEMENT made and entered into this ____ day of _____, 2012 by and between School District Number 17, Douglas County, Nebraska, also known as the Millard School district (hereinafter called "District"), and the Millard Education Association (hereinafter called "Association").

WHEREAS, the parties have from time to time met and negotiated the terms and conditions of employment for teachers for the 2012-13 and the 2013-14 school years; and

WHEREAS, the parties have reached an agreement with respect to the terms and conditions of the employment for teachers for the 2012-13 and the 2013-14 school years;

NOW, THEREFORE, in consideration of the covenants and conditions as hereinafter set forth, the parties agree as follows:

ARTICLE I
RECOGNITION

The District hereby agrees to recognize the Millard Education Association as the exclusive bargaining agent for the certificated staff employed by the District defined as "teachers" under Nebraska Rev. Stat. §79-101 for the purpose of negotiating collectively on those terms and conditions of employment required by law.

ARTICLE II
PROCEDURE AND PROTOCOL

The parties hereby agree that negotiation shall be commenced, conducted and completed according to the procedure and protocol set forth and described in Appendix A, which is attached hereto and made a part of this agreement.

ARTICLE III
TERMS AND CONDITIONS

1. Term of Contract:

The term of the contract shall begin on August 1, 2012 and terminate on July 31, 2014. In each contract year, the contract shall consist of 193 teacher days for returning teachers and 195 days for new teacher hires. The District may require any new teacher hire to work day 194 and day 195 of his or her contract without compensation, provided days 194 and 195 are scheduled after the commencement of the regular teacher work calendar. Each new teacher hire who attends new teacher workshops before the commencement of the regular teacher work calendar shall be compensated for each day of attendance at a rate of \$200 per day. New teacher hire workshop compensation shall be rendered as a stipend and tracked separately from total salary for the purposes of calculating the new teacher hire's daily rate of pay. In addition, the District may require any teacher covered by this agreement to work up to two additional days (e.g. 195 days

for returning teachers and 197 days for new teacher hires), provided that the teacher is compensated at his or her daily rate and given a minimum of 90 days' advance notice. A teacher's daily rate of pay is his or her annual salary divided by the total number of paid contract days in the corresponding contract year. A teacher may be excused without pay from working the additional day(s) by providing good cause; good cause shall include any of the leave of absence reasons set forth in Board Policy and Rule. Failure to show good cause may result in disciplinary action.

If upon the expiration of this agreement on the 31st day of July, 2014, the parties hereto have not agreed to a collective bargaining agreement for the school year 2014-15, the terms of this agreement shall continue in full force and effect so long as the parties are continuing to engage in good faith collective bargaining.

2. Salary / Compensation:

Formula Salary Methodology: The salary will be adjusted proportionately according to changes in the individual teacher's full-time equivalency (F.T.E.) and / or number of contract days. For the 2012-13 and the 2013-14 school years, each teacher's pay shall be as set forth in Appendix B, subject to the following limitations:

- a) An employee's existing 2011-12 graduate degree stipend shall first be added to his or her base salary for the purposes of the teacher's salary calculation (e.g., a teacher earning \$45,000 in salary and \$2,000 in pre-05 MA stipend shall be considered to be earning \$47,000 in total teacher salary for the purposes of the methodology which follows in sections (b) through (f) below);
- b) For 2012-13, a returning teacher's salary shall be the greater of: (i) 25% of the difference between the Appendix B formula salary and his or her 2011-12 salary (e.g. a teacher earning \$45,000 in 2011-12 whose years of credited service and graduate credits generate a formula salary under Appendix B of \$50,000 shall earn \$46,250 in 2012-13); or (ii) an increase of 1.10% of his or her 2011-12 salary;
- c) For 2013-14, a returning teacher's salary shall be the greater of: (i) his or her formula salary in Appendix B; or (ii) an increase of 1.25% of his or her 2012-13 salary;
- d) Any teacher newly hired to the District for the 2012-13 school year shall receive the greater of (i) the salary generated by the new hire placement methodology used in 2011-12 (as set forth in Appendix B); or (ii) an increase equal to twenty five percent (25%) of the difference between the 2012-13 Appendix B amount and the 2011-12 methodology;
- e) Any teacher newly hired to the District for the 2013-14 school year shall receive a salary as set forth in Appendix B; and
- f) Any error found in salary shall only be corrected retroactive to the beginning of the year in which the error was discovered (e.g. a salary error discovered in January of 2014 will be corrected retroactively to the September of 2013 pay

period). The District may (but shall not be required) to delay the correction of errors that decrease a teacher's salary until the next contract year.

Additional Days: Each teacher who is required to work extra days beyond the contracted days specified in this agreement will be compensated at his or her regular daily rate of pay, provided, however, that the District may set pay rates without reference to salary per diem under any of the following conditions:

- a) when a new teacher hire works extra days as provided for in Article III, Section 1 of this agreement;
- b) when non-teaching duties are offered and accepted during non-contract days (e.g. painting, maintenance, moving furniture, configuration and setup of computers, etc.), the rate of pay shall be at the sole discretion of the District;
- c) when non-required direct delivery of instruction is offered and performed as additional days (e.g. summer school), the District may set a rate of pay which shall not be less than \$250 per day;
- d) when non-required duties related to teaching are offered and performed as additional days (e.g. curriculum writing, required staff development, assessment development), the District may set a rate of pay which shall not be less than \$200 per day; and
- e) supervision duties during the year shall be at the extra duty rate provided in Appendix C.
- f) The District may offer optional staff development during off-contract time. Optional staff development may be offered with or without a monetary incentive (or other incentive), as offered by the District, for the employee to participate.
- g) In the event duties are performed for less than a full day, the District may set a comparable hourly rate by dividing the daily rate by eight (8) or a one-half daily rate set by dividing the daily rate by 2. In no event shall the totals an hourly rate or a one-half daily rate exceed the daily rate for any one day worked.

All salary will be adjusted proportionately according to the individual teacher's full time equivalency status (F.T.E.) and / or the teacher's total number of paid contract days.

Critical Shortage Program: The District may determine critical shortage teaching areas and may determine a stipend to be offered to candidates who accept job offers in those areas. Eligible stipend recipients shall include any teacher employed by the district in a non-critical shortage area who is selected to fill a critical shortage area position. The stipend will be distributed over a one-year period providing the recipient remains employed by the district in the critical shortage area during the entire one-year period. Recipients who cease to be employed by the District in the critical shortage area shall forfeit all future stipend payments on the day their assignment ends. The policies, procedures, implementation and all decisions related thereto shall be the sole responsibility of the District; provided however, the District will review the program with the Association prior to implementation.

Extra Duty Compensation: The schedule for extra duty compensation is attached hereto as **Appendix C** and by reference incorporated and made a part of the contract. Extra duty may be paid proportionately over the remaining contract beginning when the extra duty is assigned and when the District Human Resources office is notified of the extra duty assignment and ending in August. In the event a teacher is permitted to withdraw from an extra duty assignment, any payments previously paid will be deducted from the employee's compensation.

National Board Certification for Professional Teaching Standards (NBCPTS): Each teacher holding an unexpired NBCPTS certificate issued prior to July 31, 2012 shall be paid a stipend of \$2,000 by the District for the time remaining on that teacher's certification. Any teacher enrolled in the NBCPTS program on or before July 31, 2011 but not yet holding the certificate shall be eligible for the NBCPTS stipend, provided the teacher's initial certification is completed on or before July 31, 2014. No new stipends (or renewals of stipends) will be permitted.

3. Insurance:

The District shall provide each full-time teacher with health, dental, life, and long-term disability coverage and benefits. Health Plan and Dental Plan benefits are outlined in Appendix F and Appendix G, which are attached hereto and by reference incorporated in and made a part of this Contract. The District may set the District's contribution amounts towards Benefit Premiums. The amount of the District Premium contributions shall be made available to teachers.

Health Insurance for Returning Teachers: For each eligible full-time teacher who was employed by the District in the prior contract year and who did not participate in the employee wellness plan in the prior year, the District shall pay 90% of the cost for single or family health coverage provided, however, that the teacher elects coverage and pays the balance of the premiums for such coverage. For each full-time employee who voluntarily participates in the wellness plan and meets the criteria in the wellness plan in the prior year, the District shall pay an additional 10% of the District designated premium amount for single or family health coverage. Any returning teacher who did not participate in the wellness plan in the prior year and elects a change to coverage at open enrollment or due to a qualifying event shall pay 10% of the premium. Any returning teacher who did participate in the wellness plan in the prior year and elects a change to coverage at open enrollment or due to a qualifying event shall be entitled to a fully paid premium by the District. The District may deduct the employee's 10% premium contribution beginning in September for each full time employee who elects health coverage but did not participate in the wellness plan or who did not meet the criteria of the wellness plan in the prior year.

Health Insurance for New Teachers: For each eligible full-time teacher newly hired to the District in the first year of this agreement (2012-13), the District shall pay 100% of the cost for single or family health coverage for one year only. The District will pay 90% of the cost in subsequent years, subject to the conditions for returning teachers described in the previous section. For each eligible full-time teacher newly hired to the District in the second year of this agreement (2013-14), the District shall pay 90% of the cost for single or family health coverage, subject to increase to 100% in subsequent years, provided the employee participates in the wellness program as described in the previous section.

Wellness Program: The District may continue to develop and amend the wellness program, provided that the District seeks input from the Association. The policies, procedures,

implementation, amendments to, and all decisions related to wellness program shall be the responsibility of the District; subject only to the following limitations:

- a) In each year, the District shall provide the Association with a written description of the terms and conditions of the wellness program including: (i) enrollment procedures; (ii) minimum participation criteria; (iii) scoring methodology; (iv) any appeals process; and (v) a list of all laboratory tests used as a part of the health screening;
- b) The District shall communicate annually to the Association: (i) the number of teachers enrolled in the wellness program; (ii) the number of teachers not meeting the participation criteria; and (iii) aggregate data setting forth the reasons the teachers did not meet the participation criteria;
- c) The District and the District's agent(s) shall maintain the confidentiality of all private health information in accordance with applicable federal, state, and local laws;
- d) Employee participation in the wellness program shall be voluntary. The wellness program shall provide an alternative participation standard in compliance with applicable law for any employee who, due to a medical condition and / or disability, is unable to meet the wellness program's criteria. Any employee completely exempted from any participation in the wellness program, including inability to meet any alternative participation standard, due to requirement of law (e.g. Americans with Disabilities Act), will not be charged designated premium amounts for non-participation or failure to meet the criteria of the wellness plan;
- e) The 2012-13 school year Wellness Plan participation shall be limited to a health screening and an individual health survey similar to the 2011-12 school year;
- f) Beginning in the 2013-14 school year, the District may:
 - i. expand the wellness program to include participation elements (e.g. seminars and on-line activities) for meeting the criteria of the wellness plan; or
 - ii. maintain the same methodology as 2012-13; or
 - iii. discontinue the wellness program (if the District discontinues the wellness program, premiums shall be calculated as if the teacher had completed the wellness program);
- g) The District shall not include a mandatory health score for participation during this Agreement.

Emergency Room Co-Pay: The District may include a co-pay of up to \$100 for each non-qualified emergency room visit.

High Deductible Health Plan: The MEA and the District shall establish a study committee for the purposes of evaluating a high deductible health plan with possible District contributions to a

corresponding Health Savings Account. The advisory study committee shall submit its findings to the MEA and the District for possible (but not mandatory) inclusion in the 2014-15 Negotiated Agreement.

Dental Insurance: The District shall pay the full cost of single dental coverage; the teacher may purchase family dental coverage by paying the additional premium through payroll deduction.

Life Insurance: The District shall pay the full cost of \$50,000 term life coverage.

Long-Term Disability Plan: Each full-time teacher shall participate in the long-term disability plan and the teacher shall pay the full premium through payroll deduction; the premium shall not be paid through the District's Section 125 plan.

Married Employees both Employed by the District: When two District employees are married to each other and each qualifies for District paid family health insurance, the District shall provide and pay the premium for one family health plan and one family dental plan; provided neither of the employees is eligible for nor elects to participate in "cash option."

Part-time teachers: The District shall provide the same health, and dental insurance coverage and benefits for part-time teachers (who are employed as one-half F.T.E. or more, defined as at least 20 hours per week) as for full-time teachers. The District shall contribute an amount equal to one-half of the amount it contributes on behalf of a full-time teacher (including proportionate additional contributions for participants in the wellness program (i.e. an additional 5%); provided, however that the part-time teacher elects coverage and pays the balance of the premiums for such coverage. The District shall provide each part-time teacher with a \$50,000 term life insurance policy and will pay the full premium. Additionally, each part-time teacher who is employed at least 20 hours per week or more shall participate in the District's long-term disability plan and the teacher shall pay the premium.

Cash Option: Each full-time teacher who was employed by the District during the 1996-97 school year and who has been continuously employed by the district thereafter, shall be eligible to exercise a cash option of \$325.28 per month in lieu of health and dental insurance in accordance with the cash option plan adopted by the District. Any such teacher electing cash option may purchase single or family dental coverage. Any such teacher electing cash option may, at his or her option, receive a reduced cash option of \$157.40 per month and the district will pay the premium for single health and dental. Continuous service shall include school-years during which a teacher was on an approved leave of absence. Any teacher who does not receive cash-option as of January 1, 2013 shall not be allowed to elect cash-option at a later date, even if the teacher was continuously employed from the 1996-97 school year. Any teacher who elects cash-option of \$157.40 per month as of January 1, 2013 may not elect cash option of \$325.28 at a later date even if the teacher was continuously employed from the 1996-97 school year.

Direct Bill: In order to be eligible for the Direct Bill Plan as an early retiree, the employee, the spouse and dependents each must have had a minimum number of months of continuous coverage under the District's Health and/or Dental Plan at the time continued coverage begins. The minimum number of months of continuous coverage required is 60 months

4. Leaves of Absence:

Paid Leave: During each school year covered by this contract, each full-time teacher shall receive twelve (12) days leave, and further be allowed any unused and accumulated leave from the previous year to a maximum total of ninety-two (92) days of leave at full pay. Such leaves shall be taken only for reasons of: personal illness, family illness, family death, and business and emergency. The rules for use of leave are established in Board Policy and Rule.

Business and Emergency Leave: Up to three days of a teacher's accumulated paid leave per year may be used for business and emergency leave; and a maximum of one business and emergency leave day per year may be taken for any or no reason whatsoever; subject to limitations on permissible dates of leave, limitations on number of teachers eligible for leave on any given day, and application procedures developed by the District. In addition to the sufficient grounds currently listed in Board Rule, Business and Emergency Leave may be approved for: (a) District approved college course work; (b) graduations, college visits, or competitions in which the employee's children participate; (c) serious illness of a friend or non-immediate family member; and (d) weddings of a friend or non-immediate family member (subject to single day restrictions in Board Rule). Additional clarification of business and emergency leave consistent with these parameters may be established in Board Policy or Rule.

Part-time teachers shall be allowed leave on a prorated basis equivalent to that portion of the total of twelve (12) days leave which is, equal to the proportion of his or her hours of part-time employment to the total regular employment hours per school year, and further be allowed any unused and accumulated leave from the previous school year to an equivalent total not to exceed what that proportion is to the ninety-two (92) days for regular full-time employees. Use of paid leave by part-time teachers shall only be allowed on a prorated basis. Effective August 1, 1994, a teacher whose employment status changes from full-time to part-time and whose accumulated leave is greater than the maximum allowable prorated amount shall have the excess amount placed in reserve until such time that the employee's full-time equivalency increases. When the employee's full-time equivalency increases, some or all of the reserve leave shall again be part of the accumulated leave up to the maximum allowable prorated amount.

Extended Personal Illness Leave: Extended paid leave shall be provided to teachers as follows:

- a) **Borrowed Personal Illness Leave:** Each eligible teacher who has used his or her current and accumulated paid leave may borrow up to ten (10) days from the next school year's paid leave allotment. If the teacher resigns before receiving sufficient additional paid leave days during the succeeding year(s) to repay the borrowed leave, the teacher shall be required to repay the District for the salary received for the borrowed leave. The salary repayment will be at the teacher's daily rate at the time of repayment for each borrowed day of paid leave and shall, if possible, be deducted from the employee's last paycheck. Should personal illness be the reason leading to resignation or termination of the teacher, the teacher shall not be required to pay back the salary for the borrowed days.
- b) **Substitute Deduct Pay:** A teacher who will qualify for long-term disability and who has fully used all of his or her paid leave and any applicable borrowed personal illness leave, as identified in Paragraph (a) above, prior to being eligible to receive long-term disability benefits, will be eligible for substitute-deduct leave. During substitute-deduct leave, the teacher shall continue to receive his/her

salary reduced by the cost to the District of the substitute employed to replace the teacher.

In the event the District and the teacher, after receiving any information which determines that a teacher may qualify for long-term disability (and the teacher elects substitute-deduct leave prior to being approved for long-term disability) and the insurance carrier subsequently denies the long-term disability request, the teacher will be responsible for reimbursing the District the total amount of payments made to the teacher during the substitute-deduct leave. Such reimbursement will be through payroll reduction, if possible.

- c) **Procedures:** The procedures and rules for administration of extended personal illness leave shall be established by the District.

Reimbursement for unused Paid Leave: At the conclusion of each school year covered by this agreement, each full-time teacher shall receive reimbursement for each unused day of accumulated paid leave in excess of eighty (80) days and further shall have his or her accumulated paid leave allotment reduced to eighty (80) days. Each part-time teacher shall receive reimbursement for each unused day of accumulated paid leave in excess of that portion of eighty (80) days which is equal to the proportion of his or her hours of part-time employment to the total regular employment hours per school year and further shall have his or her accumulated paid leave allotment reduced by the number of reimbursed leave days. The rate of reimbursement shall be \$100 per day. The District shall establish procedures for payment of the leave reimbursement program.

Association President Leave: The President of the Association representing the majority of the teachers, at the request of the Association, will be given leave with pay during such President's term of office; provided however, the Association shall reimburse the District the full cost of salary and fringe benefits of the Association President. The leave shall be for no less than one semester. The Association must provide the District a ninety (90) day notice in advance of such leave request. Upon returning to employment as a teacher, reasonable efforts will be made by the District to place the President in the same or comparable position held when the leave commenced. The President will be advanced on the salary schedule as other teachers and without any limitation because of the leave granted.

5. Voluntary Separation Program:

For the 2012-13 school year, each teacher who has completed the equivalent of ten (10) or more full-time years of service in the District as a full-time or part-time certificated employee may participate in the Voluntary Separation Program (VSP) if the teacher is at least fifty-five (55) years of age; provided, however, that any teacher so electing to participate shall be required to complete the school year before separation from employment with the District commences.

For the 2013-14 school year, each teacher who has completed the equivalent of twenty (20) or more full-time years of consecutive service in the District as a full-time or part-time certificated employee may participate in the Voluntary Separation Program (VSP) if the teacher is at least fifty-five (55) years of age; provided, however, that any teacher so electing to participate shall be required to complete the school year before separation from employment with the District commences.

VSP payments represent the purchase of a teacher's "permanent certificated/tenure rights." The procedures to administer this Program shall be established by the District. The schedule of payments to be made under this Program is as shown in Appendix E, which is attached hereto and by reference incorporated in and made a part of this agreement.

Each teacher retiring after at least 20 consecutive years of service in the District or who is at least 55 years of age with: (a) at least 10 years of service in the District at the conclusion of the 2012-13 school year; or (b) at least 20 years of consecutive service in the District at the conclusion of the 2013-14 school year, shall receive \$100 per day for each day of unused accumulated paid leave at retirement. To the degree permitted by law, payment for unused paid leave at retirement may be paid as "employer contributions" to either a 403(b) / TSA account or a Health Reimbursement Arrangement (HRA) established for the employee by the District. Each employee participating in the District's Health Plan for retirees shall have these employer contributions made to the HRA; each employee not participating in the District's Health Plan for retirees shall have these employer contributions made to the District-designated 403(b) unless the District decides, at its sole discretion, to pay said amounts as cash. The policies, procedures, implementation and all decisions related thereto shall be the sole responsibility of the District; provided however, the District will review the program with the Association prior to implementation.

6. Elementary Planning Time:

Elementary teachers shall have a minimum of 300 minutes, during student contact time, of preparation/conference/planning time during a two-week instructional period. Elementary teachers include all teachers who work in an elementary building.

7. Compensation for Lost Planning Time:

A teacher covered by this agreement shall not be required to cover a class for another teacher during his or her personal planning time when a substitute is authorized and available. In an emergency situation a teacher having personal planning time may be required by his or her principal or designee to cover a class. The teacher losing the personal planning time shall be paid for each clock hour (or portion thereof, rounded to the nearest one-fourth hour) at the rate of \$25 per hour. If no teacher with planning time is available students may be reassigned to other teacher's classes, such reassignment shall be divided equally among all teachers in the building over the course of the year.

8. Facility Use:

The Association shall be permitted to place in mailboxes provided for individual staff members MEA/NSEA newsletters, circulars, notices and other materials relating to the Association and its operations. The Association shall be permitted to post or place any material relating directly to Association business on the bulletin boards located in faculty lounges. No local, state or national political campaign material for public office or any other material which violates the Policies or Rules of the District will be permitted to be either distributed through the staff mailboxes or placed on faculty lounge bulletin boards.

IN WITNESS THEREOF, the parties have duly executed this agreement as of the day and year first above written.

Millard School District
School District No. 17
Douglas County, Nebraska

Millard Education Association

by _____

by _____

Appendix A
Procedure and Protocol of Contract Negotiations

1. Upon notice by either party to the other, the parties agree to enter into negotiations for the purpose of entering into a contract and agreement for teacher salaries and terms and conditions of employment which are either required by law or made the subject of negotiations by agreement of the parties.
2. Either party, upon giving notice to the other party, may include with such notice its proposals to be included in the contract to be negotiated by the parties.
3. The parties shall conduct negotiations in such a manner as to permit each of the parties to provide the other party with an explanation of its proposals, presentation of relevant data, dialogue and exchange of points of view.
4. Each of the parties may make proposals and counter proposals during the negotiations.
5. Either party may utilize the services of outside consultants to assist in negotiations.
6. Both parties shall designate and appoint representatives of that party for the conduct of negotiations.
7. Unless otherwise agreed upon, the negotiations shall be conducted in closed sessions and no releases shall be made to any of the news media as to the progress of negotiations until the contract has been accepted by both parties, whereupon the media will be given a joint statement.
8. If the parties fail to reach an agreement after good faith negotiations, the parties shall proceed in accordance with law.
9. If the representatives of the parties reach an agreement, the agreement shall be reduced to writing and submitted to the Board of Education of the District and to the membership of the Association for approval and acceptance and as approved and accepted by both parties, the Agreement shall be signed by the duly authorized officers of both parties.
10. The agreement shall constitute the full and complete agreement between the parties; provided however, that the agreement shall not supersede any rules, regulations, practices or policies of the Board of Education of the District. If any provision of these proposed terms and conditions are contrary to or inconsistent with any of the rules, regulations, practices or policies of the District, such inconsistencies shall be jointly submitted in writing to the Board of Education for its consideration at the time the Contract is submitted to the Board for its acceptance or rejection.
11. If any provision of the contract or any application of the contract to any employee or groups of employees shall be found to be contrary to law, then such provisions shall not be in effect but all other terms and conditions shall continue in full force and effect.

Appendix B
TEACHER SALARY CALCULATION

I. Salary shall be calculated as follows for a teacher holding a **Bachelor's** degree:

- a) The Base Bachelor's (BA) Salary shall be \$35,400 in 2012-13 and \$35,700 in 2013-14;
- b) Each Year of Experience at the BA level shall add \$300 to the teacher's salary up to a maximum of ten (10) years. The current year of the teacher's contract shall equal a year of experience; and,
- c) Subject to the terms and conditions described in **Appendix D**, each Approved Graduate Credit Hour shall add \$185 to the teacher's base salary, up to a maximum of 36 hours (or 39 hours if a District-approved course or program).

II. Salary shall be calculated as follows for a teacher holding a **Master's** degree:

- a) The Base Master's (MA) Salary shall be \$42,060 in 2012-13 and \$42,360 in 2013-14 (the total of the Bachelor's Base and the value of 36 BA+ credit hours at \$185 each);
- b) Each Year of Experience shall add \$600 to the teacher's salary up to a maximum of twenty-five (25) years. No MA teacher shall be credited for more than thirteen (13) years of experience outside the District. The current year of the teacher's contract shall equal a year of experience; and,
- c) Subject to the terms and conditions described in **Appendix D**, each Approved Graduate Credit Hour shall add \$243 to the teacher's base salary, up to a maximum of 36 hours (or 39 hours if a District-approved course or program).

III. Salary shall be calculated as follows for a teacher holding an **Educational Specialist's** degree:

- a) The Base Educational Specialist's (EdSpec) Salary shall be \$50,808 in 2012-13 and \$51,108 in 2013-14 (the total of the Bachelor's Base and the value of 36 BA+ credit hours at \$185 each and the value of 36 MA+ credit hours at \$243 each);
- b) Each Year of Experience shall add \$630 to the teacher's salary up to a maximum of twenty-five (25) years. No EdSpec teacher shall be credited for more than thirteen (13) years of experience outside the District. The current year of the teacher's contract shall equal a year of experience; and,
- c) Subject to the terms and conditions described in **Appendix D**, each Approved Graduate Credit Hour shall add \$243 to the teacher's base, up to a maximum of 3 additional hours if the final 3 credits are earned through a District-approved course or program.

IV. Salary shall be calculated as follows for a teacher holding a **Doctoral** degree:

- a) The Base Doctoral Degree (Doctorate) Salary shall be \$50,808 in 2012-13 and \$51,108 in 2013-14 (the total of the Bachelor's Base and the value of 36 BA+ credit hours at \$185 each and the value of 36 MA+ credit hours at \$243 each);
- b) Each Year of Experience shall add \$660 to the teacher's salary up to a maximum of twenty-five (25) years. No doctoral teacher shall be credited for more than thirteen (13) years of experience outside the District. The current year of the teacher's contract shall equal a year of experience;
- c) Subject to the terms and conditions described in **Appendix D**, each Approved Graduate Credit Hour shall add \$243 to the teacher's base, up to a maximum of 3 additional hours if the final 3 credits are earned through a District-approved course or program.

V. For the purposes of salary calculation, a "credited year of experience" shall be calculated in accordance with Nebraska Revised Statute § 79-825.

APPENDIX B (continued)

NEW HIRE TEACHER SALARY PLACEMENT TABLE FOR 2012-13

Previous Years	STEP	BA+0	BA+12	BA+24	MA+0 BA+36	MA+15	MA+30	EdSpec MA+36	EdD /PhD
0		\$ 36,032	\$ 36,686	\$ 37,505	\$ 38,288	\$ 39,927	\$ 41,530	\$ 44,248	\$ 45,576
1		\$ 36,032	\$ 36,686	\$ 37,505	\$ 38,288	\$ 39,927	\$ 41,530	\$ 44,248	\$ 45,576
2		\$ 36,032	\$ 36,686	\$ 37,505	\$ 38,288	\$ 39,927	\$ 41,530	\$ 44,248	\$ 45,576
3		\$ 38,306	\$ 38,924	\$ 39,698	\$ 40,440	\$ 41,987	\$ 43,502	\$ 46,071	\$ 47,339
4		\$ 38,874	\$ 39,504	\$ 40,291	\$ 41,048	\$ 42,622	\$ 44,166	\$ 46,781	\$ 48,074
5		\$ 39,504	\$ 40,135	\$ 40,953	\$ 41,710	\$ 43,316	\$ 44,891	\$ 47,569	\$ 48,897
6		\$ 40,008	\$ 40,669	\$ 41,489	\$ 42,246	\$ 43,882	\$ 45,490	\$ 48,199	\$ 49,579
7		\$ 40,544	\$ 41,205	\$ 42,024	\$ 42,591	\$ 44,230	\$ 45,868	\$ 48,577	\$ 50,006
8		\$ 41,080	\$ 41,741	\$ 42,591	\$ 43,159	\$ 44,766	\$ 46,402	\$ 49,156	\$ 50,559
9		\$ 41,615	\$ 42,307	\$ 43,159	\$ 43,693	\$ 45,332	\$ 46,970	\$ 49,712	\$ 51,147
10		\$ 42,151	\$ 42,844	\$ 43,726	\$ 44,796	\$ 46,402	\$ 48,040	\$ 50,853	\$ 52,255
11			\$ 43,410	\$ 44,293	\$ 45,868	\$ 47,506	\$ 49,156	\$ 51,994	\$ 53,395
12			\$ 44,009	\$ 44,860	\$ 46,970	\$ 48,577	\$ 50,265	\$ 53,135	\$ 54,551
13			\$ 44,577	\$ 45,615	\$ 48,324	\$ 50,006	\$ 51,700	\$ 54,551	\$ 56,065

METHODOLOGY FOR NEW HIRE PLACEMENT FOR 2012-13

STEP 1 • Determine previous years of teaching experience up through and including 2011-12.

STEP 2 • Separate all graduate credit hours earned before September 1, 2004 from those earned after September 1, 2004.

STEP 3 • Calculate a new hire's placement on the salary schedule above based upon years of previous experience and using all qualified graduate credits earned prior to September 1, 2004. [For example, a person with 9 years of experience and pre-September 2004 graduate credits of BA+27 would be placed at \$43,159].

STEP 4 • Add all graduate semester credits earned prior to September 1, 2004 which were not used for placement on the schedule (and all graduate credits earned after September 1, 2004) at the rate of \$165 per credit hour. Maximum graduate credits allowed is 36. No credits allowed beyond the EdSpec or Doctorate. [For example, if a person has pre-September 2004 graduate credit hours of BA+27, only 24 were previously used and 3 remain to be used at \$165 per hour. If the same person has MA+3 in total, take the maximum 36 hours earned prior to the MA degree, minus the 24 hours already used to get 12 hours at \$165 per graduate credit hour. That is a total of \$1,980. Then take the 3 hours earned after the MA degree at \$495 and add together to get \$2,475].

STEP 5 • Add the salary of Step 3 to the salary of Step 4 to get a total salary. [In the example listed above, add \$43,159 to \$2,475 for a total of \$45,634].

STEP 6 • Determine the date of the MA degree if applicable. If the MA is before June 1, 2005, create a MA stipend of \$2,000. If the MA is after June 1, 2005 create a MA stipend of \$800. Keep the MA stipend as a separate line item within total compensation.

**APPENDIX C
 COMPENSATION STIPENDS FOR EXTRA DUTIES
 2012-2013 and 2013-2014**

HIGH SCHOOL
 ATHLETIC STIPENDS

	<u>2012-13</u>	<u>2013-14</u>
FOOTBALL		
Head Coach	\$7,500	\$8,600
Assistant Varsity	\$4,900	\$5,590
Assistant Coach	\$3,950	\$4,558
[boys]		
BASKETBALL		
Head varsity	\$7,150	\$7,740
Varsity Assistant	\$4,700	\$5,031
J.V. Coach	\$4,700	\$5,031
Assistant Coach	\$3,750	\$4,102
[boys and girls]		
TRACK		
Head Coach	\$5,750	\$6,880
Assistant Coach	\$3,200	\$3,784
[boys and girls]		
WRESTLING		
Head Coach	\$6,200	\$7,740
Assistant Coach	\$3,450	\$4,257
[boys]		
BASEBALL		
Head Coach	\$5,950	\$6,880
Assistant Coach	\$3,284	\$3,784

[boys]

SWIMMING

Head Coach \$6,650 \$7,740

Assistant Coach \$3,550 \$4,257

[boys and girls combined]

VOLLEYBALL

Head Coach \$6,200 \$7,740

Assistant Coach \$3,450 \$4,257

[girls]

SOFTBALL

Head Coach \$5,750 \$6,880

Assistant Coach \$3,200 \$3,784

[girls]

SOCCER

Head Coach \$5,750 \$6,880

Assistant Coach \$3,200 \$3,784

[boys and girls]

GOLF

Head Coach \$3,300 \$3,870

[boys and girls]

TENNIS

Head Coach \$3,300 \$3,870

Assistant Coach \$2,300 \$2,516

[boys and girls]

CROSS COUNTRY

Head Coach \$3,300 \$3,870

Assistant Coach \$2,300 \$2,516

[boys and girls combined]

INTRAMURAL SUPERVISOR

Fall	\$1,110	\$1,110
Winter	\$1,300	\$1,300
Spring	\$1,110	\$1,110

AQUATICS DIRECTOR \$10,140 \$10,140

Strength and Conditioning	\$6,650	\$8,600
Weight Trainer	\$5,200	\$5,200
Assistant Activities Director	\$5,550	\$6,000

**OTHER HIGH SCHOOL
EXTRA DUTY STIPENDS**

	<u>2012-13</u>	<u>2013-14</u>
Academic Decathlon	\$1,740	\$1,740
Annual (Yearbook)	\$3,770	\$3,770
Assistant Band Director	\$4,500	\$4,500
Assistant Debate	\$3,780	\$3,780
Assistant Forensics	\$3,780	\$3,780
Assistant Musical Director	\$1,520	\$1,520
Assistant Vocal Music Director	\$3,400	\$3,400
Band Director	\$7,560	\$7,560
Cheerleading [varsity]	\$3,620	\$3,620
Cheerleading [junior varsity]	\$2,320	\$2,320
Cheerleading [freshman]	\$2,320	\$2,320
Cheerleading [wrestling]	\$1,450	\$1,450
Class board sponsor [senior]	\$870	\$870
Class board sponsor [junior]	\$1,300	\$1,300
Class board sponsor [sophomore]	\$290	\$290
Class board sponsor [freshman]	\$290	\$290
Club sponsor	\$580	\$580
Dance Team	\$2,320	\$2,320
Debate	\$7,560	\$7,560

DECA	\$1,450	\$1,450
Drama Director	\$5,750	\$5,750
FBLA	\$1,110	\$1,110
FCCLA	\$1,110	\$1,110
FinishLynx System Operator	\$580	\$580
Forensics	\$7,560	\$7,560
Literary Magazine	\$870	\$870
Musical Director	\$3,030	\$3,030
National Honor Society	\$1,450	\$1,450
Newspaper	\$3,190	\$3,190
Orchestra (strings) Director	\$3,780	\$3,780
PAYBAC Liaison	\$580	\$580
RTI+I Consultant	\$800	\$800
RTI+I Leader	\$800	\$800
Student Council	\$1,450	\$1,450
VICA	\$1,110	\$1,110
Vocal Music Director	\$6,800	\$6,800

**MIDDLE SCHOOL
EXTRA DUTY STIPENDS**

	<u>2012-13</u>	<u>2013-14</u>
BASKETBALL		
Head 8th	\$1,800	\$1,850
Assistant 8th	\$1,510	\$1,575
C Team 8th	\$1,210	\$1,275
[boys and girls]		
WRESTLING		
Head 8th	\$1,800	\$1,850
Assistant 8th	\$1,510	\$1,575
[boys]		

TRACK

Head 8th	\$1,800	\$1,850
Assistant 8th	\$1,510	\$1,575
[boys and girls]		

VOLLEYBALL

Head 8th	\$1,800	\$1,850
Assistant 8th	\$1,510	\$1,575
[girls]		

FOOTBALL

[boys]	\$1,800	\$1,850
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Intramural Boys Basketball	\$740	\$750
Intramural Girls Basketball	\$740	\$750
Intramural Girls Volleyball	\$740	\$750

ACTIVITIES DIRECTOR	\$6,660	\$6,660
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**OTHER MIDDLE SCHOOL
EXTRA DUTY STIPENDS**

	<u>2012-13</u>	<u>2013-14</u>
Annual (Yearbook)	\$1,450	\$1,450
Assistant Musical	\$1,150	\$1,150
Club Sponsor	\$580	\$580
Drama / Musical	\$1,300	\$1,300
Instrumental (Band) Director	\$1,740	\$1,740
Newspaper	\$730	\$730
Orchestra (Strings) Director	\$1,160	\$1,160
PAYBAC Partner Liaison	\$580	\$580
RTI+I Consultant	\$800	\$800
RTI+I Leader	\$800	\$800
Student Council	\$1,010	\$1,010
Vocal Music Director	\$1,740	\$1,740

Volunteer Coordinator	\$290	\$290
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**ELEMENTARY
EXTRA DUTY STIPENDS**

	<u>2012-13</u>	<u>2013-14</u>
Club Sponsor	\$580	\$580
PAYBAC Partner Liaison	\$580	\$580
RTI+I Consultant	\$580	\$580
RTI+I Leader	\$1,300	\$1,300
Safety Patrol	\$1,310	\$1,310
Student Council	\$730	\$730

**DISTRICT
EXTRA DUTY STIPENDS**

	<u>2012-13</u>	<u>2013-14</u>
Building Web Page Initiator	\$1,450	\$1,450
Building Wellness Coordinator	\$580	\$580
Computer Initiator (Elementary, Middle, High)	\$2,320	\$2,320
Department Head [*]	\$2,320	\$2,320
IB Extended Essay Supervisor / Mentor	\$360	\$360
Instrumental Music Department Head (4-12)	\$2,750	\$2,750
Mentor	\$400	\$400
New Staff Induction (Peer Coaching and Productive Approaches)	\$290	\$290
Staff Development Facilitator	\$860	\$860
Supervisor (paid per supervision assignment)	\$25	\$25
TEAMMATES Sponsor (1-5 volunteer mentors)	\$290	\$290
TEAMMATES Sponsor (6-10 volunteer mentors)	\$580	\$580
TEAMMATES Sponsor (11 or more volunteer mentors)	\$870	\$870

*Buildings with Instructional Team Leaders and Facilitators in lieu of Department Heads split building's allocated Department Head salaries

Appendix D
Salary Schedule – College Credit Courses for Salary Placement

The following terms and conditions shall apply for salary range placement:

1. For purposes of determining placement on the salary range, a teacher must have each college graduate course approved by the Building Principal and the Human Resource Office prior to taking the course. In making the approval / non-approval determination the District will consider: the individual teacher's assignment, the type and level of college accreditation, and the individual course.
2. Each teacher who has been accepted into and is working on a degree program may submit his or her program to the Building Principal and Human Resource Office for approval. If approved it will be placed on file in the Human Resource Office and each individual course listed in the program will automatically be approved for future salary range placement.
3. Application forms for approval of college graduate hours are available in the Principal's office or from Human Resources.
4. Procedure for placement on the salary range:
 - a. Placement on the salary range will be determined annually based upon the teacher's status at the commencement of the school year.
 - b. Placement determinations will be based upon the teacher's official college transcript filed with the Human Resource Office. A transcript must be on file prior to December 15 of the school year in order for courses to be considered in placement on the salary range for the current school year.
 - c. Only those courses completed prior to September 1 of the current school year, as evidenced in the official college transcript, will be considered for placement on the salary range for the current school year.
 - d. Any payment due as a result of a change in placement on the salary range will be retroactive to the beginning of the school year.
5. Maximum credit hours:
 - a. Bachelor's: The maximum number of credit hours recognized for additional salary payment above a Bachelor's degree shall not exceed 39; provided however, the last 3 credit hours must have been earned after the second semester of 2006-07 and are from a list of courses specifically approved by the Superintendent (or designee).
 - b. Master's: The maximum number of credit hours recognized for additional salary payment above a Master's degree, shall not exceed 39; provided however, the last 3 credit hours must have been earned after the second semester of 2006-07 and are from a list of courses specifically approved by the Superintendent (or designee).
 - c. Educational Specialist: The maximum number of credit hours recognized for additional salary payment above an Educational Specialist degree, shall not exceed 3; provided however, the 3 credit hours must have been earned after the

second semester of 2006-07 and are from a list of courses specifically approved by the Superintendent (or designee).

- d. **Doctorate:** The maximum number of credit hours recognized for additional salary payment above a Doctorate degree, shall not exceed 3; provided however, the 3 credit hours must have been earned after the second semester of 2006-07 and are from a list of courses specifically approved by the Superintendent (or designee).
- e. **Calculation Restrictions:** In all salary ranges, (Bachelor's, Master's, Educational Specialist, and Doctoral), credit hours used for salary determination must not have previously been used to calculate salary. Credit hours used for salary determination must have been obtained after the date the preceding degree was earned as evidenced by the official college transcript.

Appendix E
Schedule of Payments - Voluntary Separation Program (2012-13)

An eligible employee who has been approved by the Board for participation in the Voluntary Separation Program shall receive a total benefit equal to his or her final salary times years of credited service times the salary factor indicated in the table below. The total benefit shall be divided into equal monthly payments as indicated in the table below:

Year of Plan Eligibility	Total Benefit Formula	Number of Equal Monthly Payments
1	Salary x Years x .070	60
2	Salary x Years x .065	60
3	Salary x Years x .060	60
4	Salary x Years x .055	60
5	Salary x Years x .050	60
6	Salary x Years x .045	60
7	Salary x Years x .040	48
8	Salary x Years x .035	36
9	Salary x Years x .025	24
10	Salary x Years x .015	12
11	Eligibility Ends	

Definitions:

Salary shall mean the employee's final school-year annual salary including longevity pay but not including payments for extra-duty, performance bonus, cash-option, or hourly paid work.

A **year of credited service** shall mean:

- (a) any school year in which the employee is paid by the district for at least 135 days of full-time work; or
- (b) any two school years in which the employee is paid for the equivalent of at least 135 days of part-time work each year; or
- (c) any two school years in which the employee is paid for the equivalent of at least 67.5 days of full-time work each year.

Years of employment as a substitute shall not be counted toward years of service under this plan.

Monthly Payment Amount is the total benefit divided by the number of monthly payments

Age shall mean an employee's age on June 1 of any given school year.

Year of Plan Eligibility is determined by the school year when the employee is first eligible to participate. When an employee first meets the qualifications described in the eligibility section of this agreement, the employee is in year one (1) of his or her eligibility. The following school year is the employee's second year (2) of eligibility; this pattern continues until the employee elects to participate or until the eleventh (11th) year when the employee is no longer eligible to participate.

Appendix E (continued)
Schedule of Payments - Voluntary Separation Program (2013-14)

An eligible employee who has been approved by the Board for participation in the Voluntary Separation Program shall receive a total benefit equal to the lesser of: (1) his or her final salary times years of credited service times the salary factor indicated in the table below; or (2) \$20,000 per year. The total benefit shall be divided into equal monthly payments as indicated in the table below:

Year of Plan Eligibility	Total Benefit Formula	Number of Equal Monthly Payments
1	Salary x Years x .070	60
2	Salary x Years x .060	60
3	Salary x Years x .050	60
4	Salary x Years x .030	60
5	Salary x Years x .010	60
6	Eligibility Ends	

Definitions:

Salary shall mean the employee's final school-year annual salary including longevity pay but not including payments for extra-duty, performance bonus, cash-option or hourly paid work.

A year of credited service shall mean:

- (a) any school year in which the employee is paid by the district for at least 135 days of full-time work; or
- (b) any two school years in which the employee is paid for the equivalent of at least 135 days of part-time work each year; or
- (c) any two school years in which the employee is paid for the equivalent of at least 67.5 days of full-time work each year.

Years of employment as a substitute shall not be counted toward years of service under this plan.

Monthly Payment Amount is the total benefit divided by the number of monthly payments.

Age shall mean an employee's age on June 1 of any given school year.

Year of Plan Eligibility is determined by the school year when the employee is first eligible to participate. When an employee first meets the qualifications described in the eligibility section of this agreement, the employee is in year one (1) of his or her eligibility. The following school year is the employee's second year (2) of eligibility; this pattern continues until the employee elects to participate or until the sixth (6th) year when the employee is no longer eligible to participate.

**Appendix F
MPS Health Plan**

<i>Benefit Overview</i>	MPS PPO Plan Effective January 1, 2013
Annual Deductible	
In-network	
Individual	\$600
Family	\$1,200
Out-of-network	
Individual	\$1,200
Family	\$2,400
Co-insurance %	
In-network	80%
Out-of-network	60%
Out-of Pocket Max, NOT including deductible	
In-network	
Individual	\$2,000
Family	\$4,000
Out-of-network	
Individual	\$4,000
Family	\$8,000
Prescription Drug Copay	Generic \$10 Preferred Brand \$35 Non-Preferred Brand \$60 Mail Order: 2.5 copays for 90 day supply
Lifetime Maximum	none

Appendix G
MPS Dental Plan for 2012-14

<i>Benefit Overview</i>		
	In-Network	Out-of-Network
Annual Deductible		
Individual	\$25	\$25
Family	\$75	\$75
Individual Annual Maximum	\$1,500 combined	
Diagnostic & Preventive (no deductible)		
Exams	100%	90%
Cleanings	100%	90%
X-rays	100%	90%
Fluoride Treatment	100%	90%
Sealants	100%	90%
Space Maintainers	100%	90%
Regular Restorative Services (deductible applies)		
Emergency treatment to relieve pain	80%	70%
Fillings, stainless crowns	80%	70%
Simple extractions, surgical services	80%	70%
Major Services (deductible applies)		
Endodontics – root canal therapy	80%	70%
Periodontics – treatment of gum disease	80%	70%
Crowns, inlays, onlays	50%	40%
Bridges and dentures	50%	40%
Repairs and adjustments	50%	40%
Orthodontics	N/A	N/A