

Negotiated Agreement for 2025-2026

1. PREAMBLE

- a. THIS AGREEMENT IS MADE AND ENTERED INTO this 27th day of January, 2025 by the Board of Education of the School District of York County, School District No 93-0012 in the State of Nebraska, a/k/a York Public Schools (hereinafter referred to as the "Board" or "District" as the context may require), and the York Education Association (hereinafter referred to as the "Association").

2. RECOGNITION

- a. The Board recognizes the Association as the exclusive and sole collective bargaining representative for all non-supervisory certified employees. Excluded are those employees serving in a supervisory role while simultaneously holding an administrative certificate. Hereinafter the term "Non-Supervisory Certificated Staff" shall refer to bargaining unit members subject to this Agreement.

3. DURATION OF CONTRACT

- a. The term of this Agreement shall be for the twelve-month period defined as the period of time from the commencement of school in August to the day preceding the commencement of school in August of the following year. If a new and substitute agreement has not been entered into prior to the expiration of this Agreement, the terms and conditions of this Agreement shall continue in full force and effect until such substitute agreement is adopted.

1.0 SALARY SCHEDULE INFORMATION:

1.1 SALARY SCHEDULE PLACEMENT:

In employing teacher personnel, credit for previous teaching experience in approved and/or accredited schools shall be granted based on the actual experience of the individual being hired. The Superintendent of Schools shall verify the actual number of years of teaching experience in approved or accredited schools. The number of years of experience a teacher is allowed upon signing his/her first contract shall be the base figure of all future contracts.

The salary of each employee shall be determined by the salary schedule attached as **Appendix A** to this Agreement.

1.2 VERTICAL ADVANCEMENT:

In no case can a teacher move vertically more than one step per year. Persons on F-15 who receive a masters degree will remain on F-15 until they qualify to move to G-13.

1.3 HORIZONTAL ADVANCEMENT:

A teacher wishing to move horizontally on the salary schedule must meet the following criteria:

- A. All hours applied towards this salary schedule for advancement shall be semester hours. Quarter hours shall be converted to semester hours by multiplying by 0.667 before being applied to the salary schedule. All hours must be from a regional or nationally accredited institution of higher education.
- B. All hours beyond the B.A. must be graduate hours.
- C. Additional courses must be in the teacher's area(s) of endorsement or assignment, or must be a part of an approved program working toward an additional endorsement or advanced degree in education.
- D. Courses not meeting the criteria in parts B and C of this section shall count toward advancement on the salary schedule, providing the superintendent gives written approval in advance.
- E. A maximum of nine (9) graduate hours earned within ten years prior to the granting of the masters degree which were not applied to the program hours needed for the degree may be applied as hours above the masters degree if they meet the criteria in parts C and D above except notification in advance.
- F. It is the teacher's responsibility to notify the superintendent's office in writing no later than June 15th, if he/she intends to move horizontally on the schedule for the coming school year. If the teacher fails to notify the office of the superintendent by June 15th, he/she may not be advanced horizontally for the coming school year.
- G. It is the responsibility of the teacher to see that complete transcripts of all college credit earned by each teacher which are pertinent to the teacher's placement on the salary schedule or pertinent to meeting state accreditation standard shall be on file in the school's administrative office.

1.4 ADMINISTRATION OF SALARY SCHEDULE POLICIES:

Judgments or interpretations necessary to administer these policies shall be made by the Superintendent of Schools.

1.5 NON-SCHEDULE PERSONNEL:

Administrative personnel are not considered to be on this Official Salary Schedule and Salary Policy Information booklet.

1.6 SALARY PAYMENTS:

All salaries shall be paid in 12 equal payments with the first check due September 15. Those employed after September shall be paid in equal payments with the last payment being in August.

1.7 ADDITIONAL CONTRACTED CLASS ASSIGNMENT:

Additional class assignment will be paid at 1/7 of the teacher's salary schedule salary at the high school and an appropriate percentage of the teacher's salary schedule salary at the middle school.

1.8 HALF STEPS:

Placement on half steps for vertical advancement shall be determined by the Superintendent of Schools in evaluating experience a teacher brings into the district. A teacher who is given initial placement on half step will be given full year credit for that half year at the beginning of a contract year after they have had at least one full year of experience with the district.

2.0 FRINGE BENEFITS:

2.1 PART-TIME EMPLOYEES:

York Public Schools shall pay the same percentage of insurance cost as the percentage the teacher is of full time. The part-time teacher must agree to pay the remaining portion of the insurance cost prior to receiving the insurance coverage. In order to qualify for this provision, a teacher must be 0.50 time or more.

2.2 HEALTH BENEFITS:

The District will assure employer-paid health coverage for employee, employee and spouse, employee and child(ren), or full family coverage, whichever is applicable, for full-time certificated employees. This coverage will be offered through EHA(Educators Health Alliance)/BCBS(Blue Cross Blue Shield), Alternative Network.

Dental coverage will also be offered through EHA/BCBS, Option 2. The District will assure employer-paid coverage for employee only, unless both partners in marriage are working at least half time for YPS, then full family dental will be provided by the District.

Plan information can be found at ehaplan.org.

The District may share the cost of health/dental insurance with the employer (school district) of a spouse.

The employee may waive the right to the insurance coverage assured by the District.

2.3 DISABILITY INCOME INSURANCE:

Each full time certificated employee who works 20 hours or more per week and is between the ages of 18 and 69 shall be required to participate in and pay the premium cost for a group long-term disability insurance program. This program shall guarantee the employee 66 2/3% of his/her salary with primary Social Security offset only up to the age of 65 in the case of disability caused by accident or illness and beyond 65 in compliance with federal age discrimination guidelines. The benefit period begins on the 46th consecutive day of disability. Teachers who are receiving disability benefits will have their salary docked by 1/186th or 1/187th of their teaching contract for each contract day that they receive the disability benefit. Claims are filed through the central office.

2.4 LIFE INSURANCE:

Each full time certificated employee shall be provided a group \$50,000 term life insurance policy. Said policy shall guarantee that the employee may purchase an additional three (3) times the provided amount. The district will make available optional life insurance that the employee may purchase for spouse and/or children.

2.5 EFFECTIVE DATES OF INSURANCE COVERAGE:

Teachers who are qualified for insurance coverage shall be assured coverage from their first day of employment with the district through that same day in the month when they receive their last check for services to the district. Teachers new to the District, who are covered by another policy prior to September 1st, shall not be covered until a September 1st effective date.

2.6 IRS-125 PLAN:

York Public Schools shall provide an IRS-125 Plan. This plan shall in no way affect the present Board provided insurance benefits.

2.7 LEAVE

A. Full-time certified teachers shall receive ten (10) days of paid sick leave, and five (5) days of personal leave each year. Leave may be taken as fractional parts of full days. The unused days of such allowance shall be transferred to the accumulated sick leave bank for each employee, at the conclusion of the contract year, up to a maximum of 60 days. All current sick leave days must be exhausted before any days from the individual's accumulated sick leave may be used.

Teachers hired after the 2015-2016 school year shall start their employment at York Public Schools with a balance of zero (0) days in their accumulated sick leave bank.

1. **Sick leave** can be used for the following reasons:

- Personal illness, injury, or accident
- Illness of family members living in the same household
- Illness of children, parents, parents-in-law, and siblings who do not live in the same household
- Adoption leave
- Paternity leave
- Absence due to state quarantine laws

☐ **Temporary disability** due to pregnancy, childbirth, false pregnancy, pregnancy termination, or child delivery is also covered under sick leave for the duration of the medical disability.

☐ **Note:** Each day of absence for any of the reasons listed above will count as one day of sick leave. If there is not enough sick leave available, employees may use their annual or accumulated leave, or take unpaid leave under the Family Medical Leave Act (FMLA).

2. **Personal Leave:**

- Personal leave can be used at the employee's discretion, with no need to provide a reason for the leave.
- **Paid Personal Leave:** Employees are entitled to three (3) paid personal days each year.
- **Personal Leave with Sub Dock:** Employees may take two (2) additional days, but these will be docked at the current sub teacher rate of pay.
- **Additional Personal Day:** Employees may trade in 2 sick leave days for 1 paid personal day. This additional day must be used in the current school year and cannot be carried over to the next year.
- **Leave Accumulation:**
 - One (1) paid personal day can be carried over. Paid personal leave benefit bank can never have more than the maximum of four (4) days.
 - Personal leave with sub dock cannot be carried over/accumulated.
 - A maximum of five (5) paid personal days can be used in one year.
- **Unpaid Leave:** Employees may also take up to **three (3)** additional unpaid personal leave days if needed. These days will be deducted based on the employee's daily rate of pay, usually 1/186th or 1/187th of the yearly contract.
- **Leave Approval:**
 - All personal leave must be approved by the superintendent before the absence.
 - A written request should be submitted at least two (2) days in advance, if possible.
 - In the case of emergencies (personal or family), where personal and sick leave have been exhausted, the superintendent will consider additional unpaid leave on a case-by-case basis.
- **Other Notes:**
 - There are no restrictions on personal leave beyond the need to follow proper procedures for arranging absences.

Leave may be limited due to availability of substitute teachers.

3. Teachers needing leave at any time of the year for absences which qualify as: (1) adoption leave; (2) paternity leave; (3) professional leave; (4) bereavement leave; (5) jury duty leave; (6) civic leave; (7) emergency leave; (8) emergency dock day; and (9) sabbatical leave will follow the approval process for that type of leave.

4. **Substitute-Deduct Pay:** A teacher who will qualify for long-term disability and who has fully used all of his or her current and accumulated sick leave, and who has no days available, 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.

5. **Unused Sick Leave:** Compensation for Unused Sick Leave (up to 60 days) will be paid to certified staff who have taught at least 0.5 FTE for ten (10) or more consecutive years, upon departure from the district. Pay will be a rate of 50% of daily sub rate. Certified staff who are not in good standing – suspended, dismissed, or otherwise failing to complete the contracted days of their final contract (potentially requiring the district to hire a replacement or long-term sub) – are not eligible to receive this compensation.

B. Professional Leave – Teachers are encouraged to participate in the professional and educational organizations and as members of such groups are expected to assume their responsibilities as far as regional, state or national meetings are concerned. The superintendent may arrange for a reasonable period of absence with or without expenses paid so that a staff member may meet his/her professional educational obligations. The superintendent shall establish the criteria needed in order for teachers to be eligible to use this leave.

The President of the York Education Association and/or his/her designee(s) shall be granted leave to attend professional meetings pertinent to educational issues, without loss of pay, provided that YEA provides qualified substitutes or reimburses the district for qualified substitutes.

Professional leave will not be granted for work on courses where college credit is received which is applied on the salary schedule.

C. Bereavement Leave – A total of not more than five (5) consecutive work days on full pay is allowed each employee for absence in case of death in the immediate family, defined as spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, grandchildren, son-in-law and daughter-in-law, or person in the same home as part of the family for the purpose of attending the funeral or attending to matters related to the death. A total of not more than three (3) consecutive workdays on full pay is allowed for each employee for absence in case of death of other members of the family, to include but not limited to brother-in-law, sister-in-law, grandparent, aunt, uncle, niece or nephews, and/or friends for the purpose of attending the funeral or attending to matters related to the death.

Bereavement leave is not limited to five or three days respectively in one year, but covers each death in the immediate family which occurs during the year.

D. Jury Duty – A teacher shall be granted leave when called to serve on a jury. A teacher serving on jury duty, will have any jury duty stipend received by the teacher, excluding expenses, deducted from his/her pay if jury duty falls on a contracted work day or the teacher will assign any jury duty or witness compensation back to the school, less the reimbursement of expenses.

E. Civic Leave – A teacher who is appointed to a city, county, or state committee, board or commission, or who is serving as an officer or on a board, excluding advisory or adjunct, in a community organization, may request civic leave with pay. Such leave will normally be allowed by the Superintendent on the approval of the School Board, providing the time involved does not exceed a total of two (2) contract work days per month.

F. Emergency – The superintendent may grant leave with pay because of health problems that result in the hospitalization or emergency treatment of an immediate family member.* The superintendent may consider other types of emergency leave requests on an individual basis. Length of emergency leave shall be set by the superintendent in all cases. The superintendent may grant up to eight (8) contract days of leave when death is imminent. There will be a limit of ten (10) contract days of emergency leave per contract year. Contact shall be made with the superintendent's office at least every two (2) contract days while on leave.

*"immediate family member" defined: See Paragraph "C" above entitled, "Bereavement Leave."

G. **Sabbatical Leave** – After a teacher has been employed by the district for a period of five years, the teacher may apply for a leave of absence up to one year without pay to: study, travel, teach in a college or university, hold political office, join the Peace Corps, or for another professional reason. The board will carefully consider such a request, and if a suitable teacher can be employed for the period of such absence, the request may be granted. Requests must be made in writing to the superintendent no later than April 1 of the school year prior to the leave.

2.8 STIPENDS RECEIVED WHILE ON LEAVE:

Any stipend over and above expenses incurred, paid to an individual teacher who is on district paid professional leave, shall be the property of that teacher. Substitute pay will be deducted provided the amount deducted does not exceed the amount of the stipend.

Any stipend paid to an individual teacher who is on personal leave will be the property of that teacher. Under no conditions may a teacher's salary be docked when a stipend is involved.

3.0 CONTRACT INFORMATION:

3.1 TEACHER CONTRACT LENGTH & ASSIGNED TIME:

- A. 186 days for returning teachers and 187 for newcomers.
- B. At least a 40-minute plan period to occur between the start and dismissal bells.
- C. Work time will be provided for teachers at the end of each semester.
- D. A part-time teacher's contract can be adjusted based on the number of contract and/or contract minutes per year as compared to a full-time teacher.

3.2 TEACHER DUTY HOURS:

A normal teaching day is from 1/2 hour before students report until half an hour after students are dismissed. All teachers shall be considered to be on call from 7:00 a.m. until 5:00 p.m. or for any other special staff meetings called by the building principal or superintendent's staff.

Part-time teachers are to attend all building level and K-12 curriculum meetings as called.

3.3 CONTRACT INFORMATION AND PERSONNEL FILE:

When it is necessary to formally notify a certificated employee that he/she may be suspended or that his/her contract may be cancelled, not renewed, terminated, or amended, sections 79-826 through 79-837 Nebraska School Law shall be followed. A copy of this law may be obtained from the Superintendent of Schools or from the York Education Association.

When any change to the evaluation process or the professional growth policy occurs, the York Education Association and teachers will be notified.

Some items in a teacher's personnel file may have a bearing on suspension, contract cancellation, nonrenewal, termination, or amendment. The teacher shall be given an opportunity to initial and date all entries that are evaluative in nature or represent commentary on the teacher's performance. Such initialing and dating of those items shall occur prior to placement in the file and shall not imply agreement with the content of those items.

3.4 ISSUANCE OF CONTRACTS:

Teachers presently under contract to York Public Schools shall not be required to sign or return the coming year contract notices or amendments sooner than 20 days after receipt thereof.

A teacher shall not be required to give notice of acceptance of such contract or amendment earlier than March 15.

3.5 CERTIFICATE REGISTRATION:

Teachers must have a current certificate registered in the Superintendent's office, then photocopied and the copy placed in the teacher's permanent file. If a teacher's certificate is not registered prior to the first day of school, that teacher's contract is not valid.

3.6 TEACHING VACANCIES:

A notice will be emailed to every teacher in each building identifying teaching vacancies within the school district. Such notice will be given at least five days before an application deadline.

4.0 STAFF REDUCTION PROCEDURES

A. Definitions

1. Seniority shall mean the number of years of employment in York Public Schools based upon the first day of employment. Any period of approved leave or period of time subject to recall under this policy shall not constitute a break in continuous employment in the district.
2. Attrition shall mean any normal turnover of staff, such as resignation or retirement.
3. Certification used herein shall mean certificates and endorsements that are defined and approved by the Department of Education.
4. Reduction in force of a full-time teacher shall mean a reduction of not less than 1/3 of that teacher's employment. No reduction in force of less than 1/3 of a full-time teacher shall be allowed.

B. Notification for Staff Reduction

Before a reduction in force shall occur, it shall be the responsibility of the Board of Education of York Public Schools to present competent evidence demonstrating that a change in circumstances has occurred necessitating a reduction in force in one or more curriculum areas or programs. Any alleged change of circumstances must be specifically related to the teacher or teachers to be reduced in force.

C. Criterion Sequence

1. Attrition
2. Employees with temporary or provisional certification.
3. Probationary certificated employees:
 - a. Using the following guidelines and matrix, the teacher(s) with the lowest point total shall be reduced first.
 - b. If the reduction in force is a K-5 position or program, the extra duty points shall not be considered in the determination of which employee is reduced.
 - c. A probationary certificated employee shall be awarded two points for each year under contract with York Public Schools.
 - d. Extra Duty percentage shall be determined using all duties appearing on the teacher's salary status sheet and all other duties assigned during the contract year. Extended contracts, Driver Education, Summer School, Game Duty, Bus Sponsorship, and additional class assignments shall not be included.
 - e. If a tie still exists, it shall be the sole, exclusive, and final judgment of the superintendent as to which employee shall be reduced.

<u>Degree</u>	<u>% FTE</u> *	<u>Extra Duty %</u> **
B.A. (1 pt)	0 < FTE ≤ 10 (1 pt)	0 < ED ≤ 4 (0.5 pt)
B.A. + 9 (2 pts)	10 < FTE ≤ 20 (2 pts)	4 < ED ≤ 8 (1 pts)
B.A. + 18 (3 pts)	20 < FTE ≤ 30 (3 pts)	8 < ED ≤ 12 (1.5 pts)
B.A. + 27 (4 pts)	30 < FTE ≤ 40 (4 pts)	12 < ED ≤ 16 (2 pts)
B.A. + 36 (5 pts)	40 < FTE ≤ 50 (5pts)	16 < ED ≤ 20 (2.5 pts)
B.A. + 45/ M.A. (6 pts)	50 < FTE ≤ 60 (6 pts)	20 < ED ≤ 24 (3 pts)
M.A. + 9 (7 pts)	60 < FTE ≤ 70 (7 pts)	24 < ED ≤ 28 (3.5 pts)
M.A. + 18 (8 pts)	70 < FTE ≤ 80 (8 pts)	28 < ED ≤ 32 (4 pts)
M.A. + 27 (9 pts)	80 < FTE ≤ 90 (9 pts)	32 < ED ≤ 36 (4.5 pts)
M.A. + 36 (10 pts)	90 < FTE ≤ 100 (10 pts)	36 < ED < ∞ (5 pts)

* The FTE shall be determined as an average over the teacher's years of service with the district, not to exceed the most recent five years.

** The extra duty percentage shall be determined as an average over the teacher's years of service with the district, not to exceed the most recent five years.

4. Permanent certificated employees:

- a. Using the following guidelines and matrix, the teacher(s) with the lowest point total shall be reduced first.
- b. If the reduction in force is a K-5 position or program the extra duty points shall not be considered in the determination of which employee is reduced.
- c. A permanent certificated employee shall be awarded 0.75 points for each year under contract with the York Public Schools.
- d. Extra Duty percentage shall be determined using all duties appearing on the teacher's salary status sheet and all other duties assigned during the contract year. Extended contracts, driver education, summer school, game duty, bus sponsorship, and additional class assignments shall not be included.
- e. If a tie still exists, it shall be the sole, exclusive, and final judgment of the superintendent as to which employee shall be reduced

<u>Degree</u>	<u>% FTE</u> *	<u>Extra Duty %</u> **
B.A. (1 pt)	0 < FTE ≤ 10 (1 pt)	0 < ED ≤ 4 (0.5 pt)
B.A. + 9 (2 pts)	10 < FTE ≤ 20 (2 pts)	4 < ED ≤ 8 (1 pts)
B.A. + 18 (3 pts)	20 < FTE ≤ 30 (3 pts)	8 < ED ≤ 12 (1.5 pts)
B.A. + 27 (4 pts)	30 < FTE ≤ 40 (4 pts)	12 < ED ≤ 16 (2 pts)
B.A. + 36 (5 pts)	40 < FTE ≤ 50 (5pts)	16 < ED ≤ 20 (2.5 pts)
B.A. + 45/ M.A. (6 pts)	50 < FTE ≤ 60 (6 pts)	20 < ED ≤ 24 (3 pts)
M.A. + 9 (7 pts)	60 < FTE ≤ 70 (7 pts)	24 < ED ≤ 28 (3.5 pts)
M.A. + 18 (8 pts)	70 < FTE ≤ 80 (8 pts)	28 < ED ≤ 32 (4 pts)
M.A. + 27 (9 pts)	80 < FTE ≤ 90 (9 pts)	32 < ED ≤ 36 (4.5 pts)
M.A. + 36 (10 pts)	90 < FTE ≤ 100 (10 pts)	36 < ED < ∞ (5 pts)

Note - Teachers on critical assistance will receive a 20% reduction in their total points

* The FTE shall be determined as an average over the teacher's years of service with the district, not to exceed the most recent five years.

** The extra duty percentage shall be determined as an average over the teacher's years of service with the district, not to exceed the most recent five years.

D. Recall Rights

1. An employee reduced pursuant to this policy shall have recall rights to a position for which the employee is qualified by endorsement or college preparation to teach, for a period of two (2) years commencing at the end of the contract year.

2. An employee reduced pursuant to this policy shall submit the mailing address to be used for recall. The board shall mail notice of any vacancy to such employee within seven (7) days of knowledge of vacancy.

3. The employee has the right to waive recall if under contract to another educational institution and the waiver shall not deprive the employee of the right to subsequent recall.

4. An employee wishing to be assigned to a vacant position for which the employee is qualified by endorsement or college preparation to teach shall notify the board within seven (7) days after receipt of the notification of vacancy.

5. Employees shall be reappointed in the reverse order of which they were reduced.

6. Reappointed employees shall be placed on the salary schedule at a position which includes the total years of experience and education that the employee held upon being reduced and any additional education and experience acquired since they were reduced.

7. The employee has the right, upon request, to be provided a letter showing the employee has been dismissed with honor.

E. Notification-Hearing

The Board of Education shall provide a written notice in compliance with the dates in Nebraska School Law, section 79-824 through 79-839 or earlier if possible. The employee shall be provided due process under Nebraska School Law, sections 79-824 through 79-839.

5.0 GRIEVANCE PROCEDURE:

The purpose of this grievance procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise concerning the interpretation, application, or meaning of the terms and conditions of employment in York Public Schools. An underlying principle of the grievance procedure is to ensure fair and equitable treatment to the district employees.

A. Definitions

1. Grievance - Any claim or claims by a teacher, a group of teachers, or the association that there has been a violation, misinterpretation, or misapplication of terms and conditions of employment.

2. Grievant - Teacher, group of teachers, or the association making the claim as provided in I.A.

3. Time Limits - All time limits herein shall consist of teacher working days except when a grievance is submitted after the end of the school year; the time limits shall consist of all weekdays Monday through Friday. The number of days indicated at each level should be considered maximum and every effort shall be made at all levels to expedite the process. Failure of any grievant to comply with the time limits contained herein shall constitute a waiver of right of appeal to the next step. Failure of the board or its representatives to comply with the time limits at any level shall permit the grievant to appeal the grievance to the next level.

4. Grievance Meetings or Hearings - All meetings and hearings under this procedure up to and including Step 2 shall be conducted in private and shall include only the administrator involved in the grievance, the grievant, and designated representatives. If the grievant chooses to represent himself/herself, the association shall have the right to be present as provided in Section B

of this procedure. All parties shall have the right to record the proceedings of any hearing or meeting at all formal levels of the grievance procedure. Hearings before the board shall be open or closed, at the discretion of the grievant.

B. Representatives

A grievant or administrator shall have the right to have representatives present to represent him/her at each level of the grievance procedure. Where a grievant or administrator chooses to represent himself/herself, he/she and the association may have representatives present at any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented. Nothing herein shall be construed as limiting the right of any teacher to discuss his/her grievance informally with his/her immediate superior and having the grievance adjusted informally. The grievant, administrator, association, and their representatives shall be notified in writing of the issue and the settlement before any settlement becomes effective. The settlement shall not be inconsistent with the terms of negotiated agreement.

Under this provision, the Board of Education recognizes the Grievance Committee of the association and its grievance representatives as parties in interest to any grievance proceedings as provided above.

C. Reprisals

No reprisals of any kind shall be taken against any employee who utilizes this grievance procedure.

D. Withdrawal of a Grievance

An employee may withdraw his/her grievance at any level of the procedure without fear of reprisal from any party. Where the association feels that the issues involved should be resolved, the association may assume the grievance at the point discontinued by the individual and process through the remainder of the procedure. If the grievance is withdrawn, written notice of the withdrawal shall be provided to all parties involved within six (6) days.

E. Advanced Step Filing

When in the view of the association a grievance affects a class or group of teachers, the association may file such grievance at Step 2 of this procedure. The grievance shall be initially filed at the level where the decision resulting in the grievance was made. Where a dispute results over the appropriate level for initial filing, the grievance may be returned to a lower level without resulting in a violation of the timelines of the procedure.

F. The Procedure

The parties believe that it is usually most desirable for an employee and his immediate superior to resolve problems through free and informal communications. When requested by the teacher, a representative of the association may assist in this resolution. However, when the grievance remains unresolved; then the grievance may be processed as follows:

Step 1. The employee or the association may present the grievance in writing to the employee's principal who will arrange for a meeting of the parties in interest within three (3) days. The association's representative, the grievant, and his/her principal and the principal's representative shall be present for the meeting. Within two (2) days of that meeting the principal shall provide the grievant and the association with a written decision concerning the grievance.

Step 2. If the grievance is not resolved at Step 1, the grievant or the association shall refer the grievance to the superintendent or his/her official designee within six (6) days of the receipt of the decision in Step 1. The superintendent shall arrange for a hearing with the grievant, the association's representatives, and the principal involved in the grievance to take place within five (5) days of his/her receipt of the appeal. Each party shall have the right to include in his/her representation such witnesses deemed necessary to develop the facts pertinent to the grievance. The superintendent shall have four (4) days from the date of the hearing to provide the grievant and the association his/her written decision.

Step 3. If the grievance is not resolved at Step 2, the grievant or the association shall have six (6) days to refer the grievance in writing to the board president who shall have ten (10) days from the date the appeal is received in which to conduct a hearing on the grievance before the Board of Education. Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance. The board will have five (5) days from the date of the hearing to notify, in writing, the grievant and the association of the board's decision.

Step 4. If the grievant or the association is not satisfied with the disposition of the grievance at Step 3, or if a written decision has not been rendered within thirty (30) days of the date at which the board should have replied, each party may notify the board, in writing, of its intent to submit the grievance to fact-finding.

Within ten (10) school days after such written notice of intent to submit the grievance to fact-finding, the Board of Education and the grievant or the association will select a fact-finding board in the following manner: One member will be selected by the Board of Education, one member by the grievant or the association, and a third member selected by the two members appointed by the parties. The Board of Education and the grievant or the association will make their selection within five (5) school days, and the third member will be selected with the five (5) remaining days. If the member appointed by each party fails to agree upon a third member within ten (10) school days after their selection, they may request the State Department of Education to submit a list of five persons to serve as members of such board. Upon receipt of such a list, the members selected by the parties shall alternately strike names until one remains and the person not stricken shall become the third member. Such a fact-finding board shall hear and review the matters relating to the dispute and shall within thirty (30) school days render a report of its decision. Such recommendations shall receive the good faith consideration of the parties as a method of settling the dispute.

The cost of the third party shall be shared equally by the Board of Education and the grievant or the association. The grievant or the education association and the Board of Education shall each bear the cost of its respective selected member.

The official acceptance or rejection of fact-finding lies with the Board of Education. The grievant or the local education association reserves the right to appeal the Board of Education decision.

Whenever an individual grievant submits a grievance to fact-finding, the individual grievant shall select his own member of the fact-finding board and shall be responsible for that member's costs as well as half the cost of the agreed upon third party of the fact-finding board.

6.0 OTHER PERTINENT INFORMATION:

6.1 TAX SHELTERED ANNUITIES:

Tax sheltered plans are available to those teachers who wish to take advantage of opportunities to defer their income until a later date.

7.0 EXTRA DUTIES:

7.1 ACTIVITY SCHEDULE:

Credit will be given for previous experience on the extra duty schedule. The superintendent shall designate the initial placement.

7.2 SCHEDULE: Percents are based on the base salary.

Category I – 22.0% Category II – 19.00% Category III – 16.0% Category IV – 11.5%

The following duties are categorized according to degree of responsibility and shall be paid according to the preceding schedules. The duty must be specifically assigned by the principal. Middle School coaches who do not work the same length season as the varsity coaches, will be paid 75% of the salary for their position, with the exception of the Middle School Track positions, who will all be paid at 100%.

Category I 22.0%	Category II 19.0%	Category III 16.0%	Category IV 11.5%
Varsity Head Coach	Varsity Head Coach	Assistant Coaches	Assistant Coaches
Football	Golf	Football	Golf
Basketball	Tennis	Basketball	Tennis
Track	Cross Country	Track	Cross Country
Wrestling	High School Vocal Music	Wrestling	Asst. Drama (Fall)
Volleyball	Asst. Inst. Music	Volleyball	Asst. Drama (Spring)
Soccer	Bowling	Soccer	Asst. Speech
Softball		Softball	
Baseball		Cross Country	
Instrumental Music		Baseball	
		Head Drama (Fall)	
		Head Drama (Spring)	
		Head Speech	
		Athletic Trainer (per season)	

All teachers having extra duty assignments during the current year shall be notified by May 15 that: 1) they will be assigned their present extra duty for the coming year; 2) it is uncertain that they will be assigned their present extra duty for the coming year; or 3) they will not be assigned their present extra duty for the coming year. Head coaches will be given such notification not later than December 1 for fall sports, April 15 for winter sports, and May 15 for spring sports.

7.3 SPONSORSHIP:

Teachers who are assigned sponsorships will be reimbursed at the following rates. This duty must be specifically assigned by the principal. Assignments can be added if an organization becomes functional under administrative guidelines or eliminated for the school year if an organization is no longer actively functioning. One or more persons may be assigned the duty and share the percentage listed in the schedule. Percentages are of the salary base.

A teacher's pay may vary from the percentage listed in this agreement for assigned sponsorships if 1) the activity ceases during the school year, 2) there is a significant change in the number of activities or times the group meets during the year, 3) there is a significant change in the number of students in the activity which results in more or less work for the sponsor, or 4) the teacher agrees that a different percentage is appropriate because of changed work load.

After three (3) continuous years of sponsorship of an activity, the rate shall be multiplied by 1.1 and after six (6) continuous years of sponsorship of an activity, the rate shall be multiplied by 1.2.

- Freshman Class 2%
- Sophomore Class 2%
- Junior Class 7.5%
- Senior Class 2%
- YMS Annual 5%
- YMS Student Senate 12%
- Skills USA 6%
- FFA 12%
- YHS Art Club 5%
- Cheerleading 12%
- Mock Trial 4% (+1% each additional team)
- FBLA 6%
- ACES 13%
- YAAD 2%
- Dukettes 10%
- Math Counts 2%
- Quiz Bowl 2%
- Invention Convention 2%
- Academic Decathlon 2%
- Unified Bowling 6% for Head Coach, 4% for Assistant

7.4 OTHER EXTRA DUTY AND EXPENSE CONSIDERATIONS:

- A. Intramurals - Set by superintendent by program.
- B. Bus Sponsorship - .001 times the base per trip.

- C. Game Duty - .001 times the base per activity.
- D. Noon Duty - .063 times the base per year. Every teacher will be guaranteed uninterrupted lunch time in compliance with state law, unless they voluntarily take noon duty.
- E. Mileage - A teacher who has regularly scheduled travel between school buildings will be paid at the rate of 75 cents per trip. All other travel within York Public Schools shall be paid at the current federal mileage rate. Out-of district travel will be paid at the same rate as the State of Nebraska.
- F. Driver Education (outside school time) - A Driver Education instructor shall receive six (6) times that instructor's daily rate of pay for each classroom session of 24+ hours, and shall receive .0006 times the base salary for each hour of driving and/or simulator time.
- G. Substituting Class Periods - Will be at the Principal's request and paid at the rate of .00085 times the base per period.
- H. Summer School - Summer School will be paid by an hourly rate for student contact time. Each teacher's hourly rate will be calculated by dividing their teaching salary for the year by 186 (days) and then dividing by 8 (hours). Each teacher will also be paid one hour of planning time for each 6 hours of student contact time.
- I. Independent Study – Teachers of approved Independent Study courses will be compensated in accordance with board policy/administrative procedure.
- J. Weight Room Supervision – Weight room supervision shall be paid at a rate of .00075 times the base salary per hour. Hours must be approved in advance by the Superintendent of Schools or his/her representative. A log and documentation of hours will be required.
- K. Sound/lighting position to be paid an hourly rate of .00060 x base salary
- L. Dual Credit Courses – Teachers of dual credit courses shall be paid according to the agreement with the college or university.
- M. On-Line Courses Outside of a Full Teaching Load – Teachers shall be paid 8% of the base per semester course.

7.5 NEWLY CREATED ASSIGNMENTS:

Any newly created assignment will be authorized by the board of education and categorized according to the degree of difficulty and area of responsibility.

7.6 DUTIES NOT SPECIFICALLY LISTED:

Traditional teaching duties not specifically listed are considered part of the contractual agreement and may be assigned to a teacher by his or her principal.

7.7 CURRICULUM WORK:

Non-contract curriculum work shall be paid at the rate of .0006 times the base salary per hour. Hours must be approved in advance by the Superintendent of Schools or his/her representative. Curriculum hours cannot be worked on regular contract days. A log and documentation of hours will be required.

7.8 EXTENDED CONTRACTS:

Extended contracts may be assigned by the superintendent to staff members whose jobs require extended contract time. Extended contracts will be paid at their regular daily base contract rate, which does not include extra duties. They will be paid for all days in excess of the base contract and that proportional part of an 8-hour day they are assigned. Extended contracts will not be paid for days that are a part of the regular teacher contract days.

7.9 DOCUMENT AUTHORIZATION

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



President of Board of Education

3-4-2025

Date



President of YEA

3-4-2025

Date

***Changes made in 2024-25: 1.6, 2.2, 2.7 (5), 3.2, 7.2 (eliminating years of experience, added Baseball), 7.3 (removed Student Advisory Board, Spanish Club, DECA, HS FCCLA, Brainstorm, State Fair**

***Changes made in 2025-26: 2.7, 2. Personal leave – added the option to exchange 2 sick days for 1 personal with pay day. Limited unpaid personal leave to 3 days. Clarified the wording in the “Leaves” section.**

CERTIFICATED PERSONNEL - 2025-2026 SCHOOL YEAR
OFFICIAL SALARY SCHEDULE AND SALARY POLICY INFORMATION
APPENDIX A

STEPS	A BA	B BA + 9	C BA + 18	D BA + 27	E BA +36	F MA or 45	G MA + 9	H MA + 18	I MA +27
0	1.00 39000.00	1.04 40560.00	1.08 42120.00	1.12 43680.00	1.14 44460.00	1.16 45240.00	1.20 46800.00	1.24 48360.00	1.28 49920.00
1	1.05 40950.00	1.09 42510.00	1.13 44070.00	1.17 45630.00	1.19 46410.00	1.21 47190.00	1.25 48750.00	1.29 50310.00	1.33 51870.00
2	1.10 42900.00	1.14 44460.00	1.18 46020.00	1.22 47580.00	1.24 48360.00	1.26 49140.00	1.30 50700.00	1.34 52260.00	1.38 53820.00
3	1.15 44850.00	1.19 46410.00	1.23 47970.00	1.27 49530.00	1.29 50310.00	1.31 51090.00	1.35 52650.00	1.39 54210.00	1.43 55770.00
4	1.20 46800.00	1.24 48360.00	1.28 49920.00	1.32 51480.00	1.34 52260.00	1.36 53040.00	1.40 54600.00	1.44 56160.00	1.48 57720.00
5	1.25 48750.00	1.29 50310.00	1.33 51870.00	1.37 53430.00	1.39 54210.00	1.41 54990.00	1.45 56550.00	1.49 58110.00	1.53 59670.00
6		1.34 52260.00	1.38 53820.00	1.42 55380.00	1.44 56160.00	1.46 56940.00	1.50 58500.00	1.54 60060.00	1.58 61620.00
7			1.43 55770.00	1.47 57330.00	1.49 58110.00	1.51 58890.00	1.55 60450.00	1.59 62010.00	1.63 63570.00
8				1.52 59280.00	1.54 60060.00	1.56 60840.00	1.60 62400.00	1.64 63960.00	1.68 65520.00
9					1.59 62010.00	1.61 62790.00	1.65 64350.00	1.69 65910.00	1.73 67470.00
10					1.64 63960.00	1.66 64740.00	1.70 66300.00	1.74 67860.00	1.78 69420.00
11						1.71 66690.00	1.75 68250.00	1.79 69810.00	1.83 71370.00
12						1.76 68640.00	1.80 70200.00	1.84 71760.00	1.88 73320.00
13						* 1.76 68640.00	1.85 72150.00	1.89 73710.00	1.93 75270.00
14						* 1.76 68640.00		1.94 75660.00	1.98 77220.00
15						* 1.785 69615.00			2.03 79170.00
16									2.03 79170.00
17									2.055 80145.00
18									2.055 80145.00
19									2.08 81120.00
20									2.08 81120.00
21									2.105 82095.00

* BA + 45 only
Only available to
teachers grandfathered in
during 2018-19 school year