

PROFESSIONAL AGREEMENT

Between

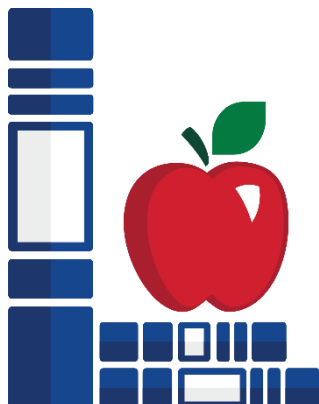
The Lincoln Public Schools

and

The Lincoln Education Association

2021-2022

Lincoln, Nebraska



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This Agreement is made and entered into this *March 23, 2021*, between the Board of Education of Lincoln, Nebraska and the Lincoln Education Association as the exclusive representative of the certificated employees as described herein. *All italicized type is new information for 2021-2022.*

The purpose of this Agreement is to establish terms and conditions of employment and a mutually determined procedure for the amicable adjustment of disputes arising from the relationship of the parties.

ARTICLE I RECOGNITION

The Board agrees to recognize exclusively the Lincoln Education Association for the purpose of representing the District's certificated staff, except school administrators and substitute teachers, for the purposes of negotiating collectively on terms and conditions of employment and the administration of grievances arising thereunder.

For the purposes of this Agreement, the term "certificated employees" is defined as any member of the bargaining unit under this Agreement. The bargaining unit consists of non-administrative certificated staff, librarians, nurses, social workers, counselors, school psychologists, speech language pathologists, and early childhood and home-based teachers.

ARTICLE II ASSOCIATION RIGHTS AND PRIVILEGES

2-1 The Association has the following rights:

- a. The Association may transact official Association business on school district property at all reasonable times.
- b. The Association may use school facilities without charge when they are available for public use, except that the normal charge will be made for use on Saturdays, Sundays or on weekdays after 10:00 p.m.
- c. The Association offices shall be placed on the regular delivery route for inter-school mail delivery. The Association may use said delivery service, district mailboxes and bulletin boards, where available, for the purpose of communicating with Association members.
- d. Orientation Programs - The Association shall be provided time on the agenda of the general orientation programs for new certificated employees.
- e. Beginning with the 2018-2019 school year, the District will no longer deduct member dues from certificated employees' paychecks. The District agrees to provide, upon Association request, a member's or past member's employment status.
- f. The District and the Association agree that an effort shall be made at both the District and building level not to schedule mandatory meetings, parent/teacher conferences, or professional development that prevent a member from attending the LEA Faculty Representative Council scheduled on a regular basis each school month. To facilitate this effort, the District agrees to include the scheduled meeting dates of the LEA Faculty Representative Council in the LPS Elementary and Secondary Teacher calendars released for site and District planning each spring for the following year.

2-2 Student Teachers University Relations:

The Lincoln Public Schools shall set aside any available funds, fellowships or academic credits from student teacher training institutions for distribution to teachers in accordance with recommendations made by the student

teacher committee composed of Association and District representatives. The Board of Education has a responsibility to help ensure that cooperating teachers get appropriate compensation from teacher training institutions.

- a. Professional staff members will have an opportunity to indicate a willingness to work in the teacher education program each semester. Student teachers will be assigned only to those staff members willing to participate in the program. As soon as the District is aware of tentative assignments, those assignments will be communicated to the individual cooperating teachers.
- b. In the event the professional staff member has a concern about the assignment and/or growth of a student teacher, the professional staff member will initiate the following process:
 - (1) Notify the building principal of the concern.
 - (2) Should the concern remain unresolved, notify the Supervisor of Elementary Personnel Services.

ARTICLE III NEGOTIATIONS PROCEDURES

3-1 Negotiations shall be conducted as follows:

- a. The negotiations process and schedule will conform to state and federal statutes.
- b. The Board and the Association mutually agree that their representatives will hold all necessary authority to make and consider proposals and concessions in the course of negotiating, subject to ratification by the Board and Association.
- c. LEA staff and the LPS Director of Employee Relations and Personnel shall jointly develop data including, but not limited to, current staff schedule placement, cost projection model, comparability study and other such data as shall be deemed useful in the negotiations process. This data shall be shared by LPS and LEA. No data jointly developed shall be released to the press except by joint agreement.
- d. During negotiations, the two teams will generally use an interest based bargaining model to explore interests and develop options to meet those interests.
- e. Either party may utilize the services of outside consultants and may call upon professional or laypersons to assist negotiations.
- f. Negotiations will be conducted in closed sessions.
- g. Prior to the declaration of an impasse, the parties shall consider other alternatives to resolve the issues (e.g., a federal mediator). Should an impasse be declared, the parties shall resolve the impasse as provided in the statutes.

3-2 Negotiation Agreement

- a. The agreement shall be reduced to writing, submitted to the Board and Association for ratification, and following ratification, shall be signed by the parties.
- b. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the mutual consent of the parties in written and signed amendments to this agreement.
- c. The Board of Education shall take no action nor allow the establishment of any administrative practices that are inconsistent with the provisions of this agreement.
- d. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- e. Fifty (50) copies of this agreement entitled "Professional Agreement Between the Lincoln Public Schools and the Lincoln Education Association" shall be printed at Board expense upon signatures by both parties and

shall be delivered to the Association office. The Agreement will be posted on the district web site.

- f. This agreement shall become effective for certificated staff on the first day of their contract for the 2021-2022 school year and shall remain in full force and effective until amended.

3-3 Reopener

In the event that judicial action, legislative action, a levy election, or the petition process results in changes in the Constitution or current statutes changing the funding available to Lincoln Public Schools, either party may reopen this contract for the purposes of modifying the salary and fringe benefits during the term of this contract. In the event that the Patient Protection and Affordable Care Act (PPACA) mandates any action, including but not limited to the implementation of any so-called "Cadillac" Tax or similar assessment, which increases total district health insurance expenditures for certificated personnel or the district must take any action to avoid penalties under PPACA and such action increases total district health insurance expenditures for certificated personnel, either party may reopen this contract for the purposes of modifying the fringe benefits during the term of this contract.

ARTICLE IV GRIEVANCE PROCEDURE

4-1 Definitions

- a. A grievance is defined as an alleged violation or misapplication of any specific provision of this agreement. All such allegations shall be grievable through all steps of the grievance process as set out in this agreement.
- b. Claims of a violation of Board policy, State Statute, administrative directives or regulations which affect employees' work, shall be grievable through Step 3 of the process described herein. Any such grievances which remain unresolved after Step 3 may be appealed to the Board of Education, which shall act in a timely fashion to arrange a hearing before the Board. Such claims are not arbitrable.
- c. Employee shall mean a member of the bargaining unit.
- d. Days shall mean working days exclusive of Saturday, Sunday, or official holidays during the contract year for certificated employees.

4-2 General Conditions

- a. Compliance - Employees of the school district will follow all verbal and written directives from supervisors. Compliance with such directives will not in any way prejudice their right to file a grievance within the time limits contained herein, nor shall it affect the ultimate resolution of the grievance.
- b. No Reprisals - The Board shall use every means at its disposal to assure every employee the unobstructed use of this grievance procedure without fear of reprisal or prejudice to his/her employment status.
- c. Time Limits - Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual written agreement of the grievant and the employer.

If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the end of the school year, and which, if left unresolved until the beginning of the following school year could result in irreparable harm to a grievant, the time limit set forth herein will be reduced to the extent possible so that the grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as is practical.

- d. Failure to Meet Time Limits - The failure of the aggrieved party to proceed to the first or any subsequent step of this grievance procedure within the time limits set forth shall be deemed to mean the party elected not to file a grievance or has accepted the response previously rendered, and shall constitute a waiver on any future appeal concerning the particular grievance. The failure of any administrator at any step to communicate his/her decision to the aggrieved party within the specified time limit shall permit the aggrieved party to proceed to the next step.

- e. Communication - All communications concerning the grievance, after the grievance is formally submitted, shall be in writing.
- f. Adjustments - No adjustment shall be made in any grievance which is in conflict with, or contrary to, the provisions on any policies, applicable laws, or administrative regulations.
- g. Forms - Forms for filing grievances shall be attached to this agreement as Appendix B.
- h. Meetings - All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this article.
- i. No Interference - Grievances should be processed in a manner which does not interfere with the employee's work and the normal operation of the schools.
- j. Representation Assistance - The employee may have a representative of the Association present at all levels of the grievance procedure.
- k. Withdrawal of a Grievance - The grievant may withdraw the grievance at any step of the procedure.

4-3 Procedure

Step 1

If unsuccessful in an informal attempt with the immediate supervisor to resolve the dispute, the aggrieved party shall present the grievance in writing to the immediate supervisor within twenty (20) days of the occurrence. The grievance shall be written on the standard grievance form. The immediate supervisor, a *District Representative*, the aggrieved party, and the Association Representative shall meet in an attempt to settle the dispute within five (5) days. The immediate supervisor shall provide the aggrieved party with a written answer to the grievance within five (5) days after such meeting.

Step 2

If satisfactory settlement is not reached in Step 1, the aggrieved party must, within five (5) days of the receipt of the Step 1 response, appeal the grievance to the Associate Superintendent for Human Resources. The Associate Superintendent for Human Resources, the Director of Employee Relations and Personnel, the aggrieved party, the aggrieved party's immediate supervisor, and the Association representative shall meet within five (5) days in an attempt to resolve the dispute. A written response must be given by the Associate Superintendent within five (5) days after such a meeting.

Step 3

If a satisfactory settlement is not reached in Step 2, the aggrieved party must appeal the grievance to the Superintendent of Schools within five (5) days of receipt of the Step 2 response. The Superintendent shall conduct a hearing with the aggrieved party and the Association Representative within five (5) days of the receipt of the grievance. A written response will be given by the Superintendent within five (5) days following the hearing.

Step 4

If a satisfactory settlement is not reached in Step 3, the Association may, within ten (10) days after the response at Step 3, submit the grievance to arbitration by submitting to the Superintendent a joint request form for a list of seven (7) arbitrators to be supplied by the Federal Mediation and Conciliation Service (FMCS), American Arbitration Association (AAA), or other mutually acceptable parties. Within ten (10) working days of receipt of said form, the Superintendent shall direct the request as a joint request to the FMCS unless another such service has been agreed to by the parties. Within ten (10) working days of receipt of the list of arbitrators, the President of the Association or designee and the Superintendent or their designated representatives shall select an arbitrator by alternately crossing out names until only one (1) remains. Either party may elect to reject the first panel.

4-4 Arbitration

The arbitrator shall be limited in making the determination as follows:

- a. The arbitrator shall have no power or authority to add to, subtract from, change, modify, or alter in any way the provisions of this Agreement, or impose on any party hereto a limitation or obligation not explicitly provided

for in this Agreement.

- b. The arbitrator shall have no power to change any practice, policy, or rule of the Board, nor to substitute the arbitrator's judgment for that of the Board as to the reasonableness of any such practice, policy, or rule.
- c. Thirty (30) calendar days after the receipt by the Superintendent and the LEA President or designee of the arbitrator's award, the decision of the arbitrator shall become final unless it has been specifically overturned by the Board of Education at an official meeting of the Board.
- d. All fees and expenses of the arbitrator and other hearing expenses, including stenographer fees, printed transcripts, and published briefs and decision, shall be borne equally by the parties. The grievant shall suffer no loss of pay or benefits which may be due for attendance at hearings conducted during normal school hours. Substitute costs for up to two witnesses who are called by the LEA to testify at arbitration hearings conducted during normal school hours shall be shared equally by the LEA and the Board if the witness is a member of the bargaining unit. All other expenses including salaries of any other witnesses called before the arbitrator shall be borne by the party calling such witnesses or incurring such expenses.

4-5 Group Grievance Procedures

If, in the judgment of the Association, a grievance affects a group, or class of employees, or rights of the Association as set forth in this Agreement, the Association may submit such grievance initially at Step 2.

4-6 Bypassing Step 1

If in the judgment of the employee, or the Association in the case of an Association or group grievance, the alleged grievance cannot be resolved at the building level due to the administrator not having the authority to resolve the grievance, the certificated employee may submit such grievance to the Director of Employee Relations and Personnel with a copy to the building principal. Within two (2) days of receipt of the grievance, the Director of Employee Relations and Personnel shall review whether the building administrator has the authority to resolve the alleged grievance and, will either remand the grievance to the building for a Step 1 hearing or shall forward the grievance to the Associate Superintendent for Human Resources for processing at the Step 2 level.

ARTICLE V CONDITIONS OF EMPLOYMENT

5-1 Paychecks

Certificated employees shall be paid in twelve (12) equal installments, which shall be gross salary divided equally except for adjustments in the salary schedule, horizontal advancement, changes in assignments or other events that may effect salary which may occur during the contract period. Newly hired employees and employees terminating their employment will be paid according to the schedule developed by the Payroll Department. See Section 5-1a. below for an advancement of pay option for new employees starting work in August.

Retiring employees shall receive their remaining salary due for the contract year, with appropriate and necessary deductions, on the June payday.

- a. Advancement of Pay - Employees newly hired under this Agreement and employees returning from a full-time non-paid leave of absence starting their assignment in August may elect an early payment up to \$1500, but not to exceed the amount earned. To exercise this payment option, a proper written election form must be filed and received by the Payroll Department prior to the employee's first workday. The payment shall be paid by the 10th of September, if the certificated employee's teaching certificate is on file in the Human Resources Office, with the remainder of the contracted salary divided into installments as set forth in 5-1.
- b. Pay dates will be in accordance with the schedule developed by the district. Pay dates for the time period covered by this contract are contained in Appendix C.

5-2 Outside Employment

Employees are not required to notify the school district of outside employment, unless the teacher is also employed by another Nebraska school district or other employer which is under the Nebraska School Employees' Retirement System.

Employees who have a District work-related injury are required to notify the District of any employment outside the District.

Employees who have a non-District work-related injury are also required to notify the District of any employment outside the District.

5-3 Length of Contract

The certificated employee contract will be 189 days in 2021-2022. Work activities shall include teaching or preparing to teach, attending building or district wide professional learning, staff meetings and conferencing with parents. The certificated staff workday shall be seven and one-half (7.5) hours per day. Thirty (30) minutes of this time shall be duty free lunch.

5-4 Certificated Staff Duty Days

a. The certificated employee contract will be 189 days in 2021-2022. For the contract year, *nine (9)* days will be designated as staff duty days. The *nine (9)* staff duty days shall be divided as follows:

(1) *Four (4)* days are designated as professional duty. During professional duty days, certificated employees will be on duty working in buildings and engaged in professional duties at their discretion. They will be placed as follows in the calendar: *three (3)* full days prior to the first student day of the year; *and employees are required to choose to work one of the following two days:* one (1) full day during the semester break or one (1) full day following the last student day of the year.

(2) *Three (3)* days are designated as building and/or district professional development.

(a) Required District Professional Learning (*three and a half* hours) – Quality professional learning can increase the knowledge of academic content and teaching skills to enhance interaction with students and their learning. The District is committed to meaningful and relevant professional learning including teacher choice when possible.

In lieu of adding a *half* day to the teacher calendar for district professional learning during the 2021-2022 school year, employees are required to attend *three and a half* hours of district professional learning opportunities, designated as contractual professional learning, outside of the regular school calendar or outside of the regular school day each year. For the 2021-2022 school year, contractual professional learning will be scheduled throughout the summer of 2021 and throughout the 2021-2022 school year. For the 2021-2022 school year, employees who do not attend *three and a half* hours of contractual professional learning outside of the regular school calendar or outside of the regular school day prior to the end of the third quarter (*March 11, 2021*), will have their salary docked for the amount of time missed.

Any required professional learning sessions will be offered on more than one date.

(b) Required Building Professional Learning (*three and a half* hours) - In lieu of adding a *half* day to the teacher calendar for building professional learning during the 2021-2022 school year, employees are required to complete *three and a half* hours of professional learning opportunities, designated by their principal or supervisor, outside of the regular school calendar or outside of the regular school day each year. For the 2021-2022 school year, employees who do not attend *three and a half* hours of contractual professional learning outside of the regular school calendar or outside of the regular school day prior to the end of the third quarter (*March 11, 2021*), will have their salary docked for the amount of time missed.

(c) Scheduled Building/District Professional Learning (2 days).

(3) Two (2) days will be used for parent conferencing or as compensatory days for conferencing with parents.

b. Staff members may be absent from the regularly scheduled professional learning opportunities, as well as the PLC activities, only for specified reasons. Those specified reasons for acceptable absence are: sick leave as described in Section 8-1 a. (1).; emergency leave described in Section 8-1 b. (6).; adoption leave; civic leave; jury duty leave; bereavement leave; assault and/or battery leave; or professional leave. Staff

members absent for reasons not listed above will receive a pay dock for the time missed.

- c. Part-time staff members are to attend all district and building professional learning.

5-5 Inclement Weather Days

Certificated employees will not be required to make up the first two student days canceled due to inclement weather in each contract year. Nothing in this paragraph shall prevent the District from scheduling sufficient instructional hours to meet the requirement of the Nebraska statutes.

No absences will be charged against certificated employees on weather closure days.

5-6 Conferencing Days

In addition to the two (2) compensatory days described in 5-4 above, certificated employees shall receive up to three and one-half (3.5) hours per semester additional conference leave for time spent conferencing above the seven (7) hours per semester described in 5-4. Said time shall accumulate on a one-for-one basis above the seven hours. A maximum of three and one-half hours per semester (seven hours per year) may be earned in this manner. All certificated employees will be paid the per diem rate for each hour of unused conference leave no later than June 30th of the school year.

Staff members may be absent from the regularly scheduled parent-teacher conferences only for specified reasons. Those specified reasons for acceptable absence are: sick leave as described in Section 8-1 a. (1).; emergency leave described in Section 8-1 b. (6).; adoption leave; civic leave; jury duty leave; bereavement leave; assault and/or battery leave; or professional leave. Staff members absent for reasons not listed above will receive a pay dock for the time missed.

5-7 Professional Learning

The courses mandated for certificated employees will be provided without cost to certificated employees. Courses required by the State Department of Education for an endorsement are not considered mandated by the Lincoln Public Schools. The Professional Learning Advisory Committee will be established with the LEA appointing five (5) to serve on this committee. The scope and function of this advisory committee shall be determined by the committee.

- a. Formal professional growth records will be maintained only as required by statutes for this purpose.
- b. Participants who wish to place a total record of their formal professional growth activities in their personnel file may do so.
- c. Part-time employees have the opportunity to use professional learning courses credit when making horizontal advancement on the salary schedule.
- d. All professional learning activities conducted within the district will be labeled "Required" or "Voluntary". Certificated employees shall be expected to attend those sessions labeled as "Required."
- e. Professional learning which shall be mandated as a requirement for Lincoln Public Schools certificated employees shall be offered during the contract day and cannot be used for horizontal advancement on the salary schedule.
- f. Receipts will be issued to all employees at the time they pay LPS for professional learning courses. Copies of the receipts will also be retained by LPS so records may be kept regarding the professional growth activities of the certificated staff.

5-8 Employee Handbook

Changes in the *Employee Handbook* shall not be made without advice from the LEA leadership.

Where sections of the Professional Agreement are printed in the *Employee Handbook*, the wording in the *Employee Handbook* will be the same as that stated in the Professional Agreement.

5-9 Covering Class or Combining Classes in the Absence of a Substitute

Certificated employees shall not be required to cover a class for another certificated employee when a substitute is authorized and available. In an emergency situation where no other alternative is available, however, a certificated employee having a planning period may be asked by his or her principal or equivalent to cover a class but this assignment shall be divided equally among all certificated employees.

- a. If the teacher gives up planning time, the compensation shall be paid at the rate of a workshop leader per class hour (\$38.30 per hour in 2021-2022).
- b. In this emergency situation, if a teacher is asked to have additional students in their class due to a substitute not being available, the teacher shall be compensated:
 - By receiving workshop leader rate for one hour of coverage
 - When class-combining time exceeds one hour, the teacher shall instead receive a substitute teacher's pay for 3.75 hours.
 - When class combining time exceeds 3.75 hours, the teacher shall instead receive a substitute teacher's full day pay.
- c. If more than one teacher accepts additional students from the same class for which no substitute was available, they shall be compensated as follows:
 - By each teacher receiving workshop leader rate for one hour of coverage.
 - When class combining time exceeds one hour, the teachers shall instead receive a substitute teacher's pay for 3.75 hours divided equally among the teachers who accept the students.
 - When class combining time exceeds 3.75 hours, the teachers shall instead receive a substitute teacher's full day pay divided equally among the teachers who accept the students.

5-10 Certificated Employee Visitation

New certificated employees will be provided an opportunity away from school and without classroom responsibilities to visit or participate in in-service activities within the district with the prior approval of the building principal and the Human Resources office during the first school year. The visitation or participation will be limited to one day equal to the employee's F.T.E.

5-11 Notification of Extended Contract Other Than Extra-Standard

Any certificated employee, other than team leaders, coordinators and department chairs, serving with an extended daily rate contract shall continue to serve from year-to-year unless notified by the Human Resources Department by April 15. During the 2021-2022 school year, the extended daily contract pay shall be 1/189 of the certificated employee's current base pay for each day of extended contract duty. Additional certificated employees authorized to serve on extended contract shall be notified in writing by the tenth contract day of the school year.

5-12 Itinerant Assignment

The district will attempt to limit interschool travel for certificated employees who are assigned to more than one school building. Such certificated employees will be notified of any changes in their assignment at least five (5) working days in advance of the change. A thirty-minute duty free lunch period will be provided daily. Planning time will be provided in accordance with Section 5-16, "Professional Time for Educators."

5-13 Staffing Resources

All employees shall have the opportunity to contribute to decisions regarding the utilization of staffing resources within their buildings as allocated.

5-14 Affirmative Action

The Board and the Association are committed to assuring equal educational opportunities for all students, to recognizing the rights and dignity of all persons, and to implementing policies which provide equal opportunity and ensure nondiscrimination in employment for all certificated employees. The Lincoln Public Schools shall actively recruit well-qualified and diverse certificated applicants.

5-15 Class Size and Composition Appeal Process

The following process is to be utilized by any certificated employee who, in his or her professional judgment, believes the number of students or the composition of students assigned to that certificated employee to be educationally improper. The certificated employee confers with his or her principal regarding the problem. In the event that the certificated employee and principal are unable to agree upon a mutually acceptable solution, the certificated employee and principal shall refer the matter to the Associate Superintendent for Instruction or designee. The Associate Superintendent shall respond in writing to the parties within seven (7) working days after the referral. The decision of the Associate Superintendent is not grievable. For certificated employees whose primary assignment is not in classrooms within a school building and, therefore, do not report directly or indirectly to a principal, this process may start and proceed with the certificated employee's immediate supervisor.

5-16 Professional Time for Educators

Association and District leaders recognize that individual planning time is essential to the effective delivery of instruction to students and critical to masterful teaching.

a. Elementary Planning Time

- (1). The District shall provide a minimum of two hundred and fifty (250) minutes per week of planning time for all elementary certificated employees within the student day. Each week certificated employees shall receive daily blocks of planning time, three of which shall be at least fifty (50) minutes. Blocks of time less than twenty-five (25) minutes shall not be counted as planning time. The following will be scheduled within all buildings:
 - (a). Travel time between the back-to-back special classes *; and
 - (b). A minimum of 25-minute sections for each special class *.
 - (c). Five (5) minutes of preparation/set up time between fifty (50) minute sessions for special classes.*

*Special classes may include, but are not limited to, physical education, music, art, computer, creative expression, writing, science, media, etc.
- (2). Principals, with staff participation, shall schedule a 45-minute block of planning time per day immediately before or after the scheduled student day. Blocks of time less than 25 minutes are not counted as planning time.
- (3). The School District shall provide four (4) calendar days of planning time for elementary certificated employees within the student calendar and independent of the other staff development, compensatory and non-contract days. These days shall be allocated one per quarter for each certificated employee as individual planning time.
- (4). Every elementary certificated employee shall have the above-stated planning time. In the event scheduling conflicts do not allow the employee to receive all such planning time, the employee shall receive prorated optional pay for the amount of time not provided. Kindergarten teachers by mutual agreement with their principal will schedule their planning time either in one (1) 50-minute block of time or two (2) 25-minute blocks of time per day.

b. Middle School Level Planning Time

It is educationally sound and desirable that middle school buildings, in order to meet the needs of their students and faculty, be allowed to design middle school plan time delivery systems which may vary from building to building.

Regrouping of students within the student contact time is allowable for middle school buildings at the educators' discretion. Daily plan time may be adjusted at the educators' discretion, in order to accommodate the regrouping of students, provided that educators receive 500 minutes of plan time per week within the confines of the student day.

Home base, as designed by individual buildings, may be implemented during the regular student day. This will require prorated compensation at optional period pay should the home base delivery system result in a loss of plan time and/or an increase in the educators' standard number of students seen in a day. Acceptance of a home base assignment by a certificated employee shall be strictly voluntary.

c. Secondary Planning Time

Planning time is provided for certificated employees with regularly scheduled classes. All secondary certificated employees with regularly scheduled classes shall have five (5) duty periods and two (2) plan periods.

d. Counselor Office Time

All counselors shall have the same amount of office time per day as the planning time that is provided per day to other certificated employees at the same level during which they may work on individual tasks and planning needs without other assigned duties.

5-17 Preventing Discrimination and Harassment

Lincoln Public Schools is committed to providing a workplace and learning environment free of discrimination and harassment for students and employees. Accordingly, discrimination or harassment of any kind by supervisors or coworkers is prohibited. In addition, the District will endeavor to protect employees from reported discrimination or harassment in the workplace by students and other non-employees.

Discrimination or harassment based on a person's race, color, religion, national origin, sex, disability, age, marital status, veteran status, pregnancy, childbirth or related medical condition, sexual orientation or gender identification is specifically prohibited by Lincoln Board of Education policy and/or federal and state law.

The Lincoln Public School District does not discriminate on the basis of sex in any educational program or activity that it operates. The District is required by Title IX (20 U.S.C. § 1681) and 34 CFR Part 106 not to discriminate in such a manner. This requirement not to discriminate also applies to admission and employment. Any inquiries about the application of Title IX may be referred to the District Title IX Coordinator, to the Assistant Secretary of the Office of Civil Rights, or both.

For information regarding the Lincoln Public School District procedure for complaints of sexual harassment including the complaint process, how to file a report or a complaint of sexual harassment, how to file a formal complaint of sexual harassment, and how the District will respond to *and provide support to employees who have* such complaints, see Board *Policy/Regulation 4880 and 4880.1-4880.3*

Dr. Eric Weber, Associate Superintendent for Human Resources, serves as the Title IX Coordinator and can be reached at 5905 O Street, Lincoln, NE 68510 - (Ph: 402-436-1575 or E-mail: eweber@lps.org).

5-18 Guidelines for Staff Meetings

a. General Staff Meetings

Association and district leaders recognize that building meetings are essential to the effective operation of our schools and that such meetings will, on occasion, extend beyond the regular work day hours. In response to an increasing interest in recent years on the part of educators in becoming involved in the decision-making process, the district has sought to provide for meaningful staff discussion and participation in formulating programs and procedures that directly affect them. Such involvement is, obviously, time consuming and cannot always be accommodated within the regular school days due to the need to protect educator/student contact time.

Both the Lincoln Education Association and the District would like to function in an environment in which participatory management is successful and where professional educators have increased choice about their attendance at meetings. To that end, (1) an agenda for all general staff meetings shall be developed and distributed to staff no later than the day before the meeting; *and* (2) all general staff meeting agendas shall clearly indicate if the meeting is mandatory or optional for staff attendance. *General staff meetings, when held, are to be held to a maximum of two meetings per month, each lasting no more than 60 minutes. Building administration and staff may work collaboratively to schedule other meeting frequency or length of meetings, respecting time constraints that exist upon the staff. General staff meetings are meetings where all certificated staff is required to attend.*

Should any staff member(s) have recurring concerns about the number or length of mandatory general staff

meetings in their building, not receive agendas on time or not have agendas which clearly indicate if meetings are optional or mandatory, or question the need for the meeting based upon its content, the staff member(s) shall document their concern. Documented concerns shall be shared with the building administrator. Should concerns about general staff meetings continue at the building, documented concerns along with steps which have already been taken at the building level shall be sent to both the Associate Superintendent for Instruction and the Lincoln Education Association President. These two individuals shall review the documentation and conduct additional fact finding as necessary. In the event that the Associate Superintendent for Instruction and the Lincoln Education Association President agree there are concerns regarding a building's general staff meeting schedule, a conference between the principal and the Associate Superintendent for Instruction shall take place to address and correct the concerns. Should the Associate Superintendent for Instruction and the Lincoln Education Association President fail to agree regarding a staff member(s)'s concern, either the Associate Superintendent for Instruction or the Lincoln Education Association President may take the issue to the LEA-LPS Professional Committee (PROCOM) for a final decision.

The above outlined procedures do not apply to staff meetings that are called in response to an *urgent* or emergency situation.

b. Guidelines Regarding Meetings Prior to Grade Reporting Deadlines

No staff, team or other before/after school meetings at the building level shall take place during the two days prior to the contractual grade reporting deadlines. Exceptions shall be made for special education related meetings (IEPs, IFSPs, MDTs, SATs, etc.) or at the request of a parent/guardian. This guideline does not apply to staff meetings that are called in response to an urgent or emergency situation.

5-19 Variance

The Lincoln Public Schools and the Lincoln Education Association recognize that there can be deterrents to school improvement. These deterrents may occur in Nebraska Department of Education Regulations, School Board Policy, Administrative Regulations or the Professional Agreement. In order for sites to overcome these deterrents, a Site Variance Process has been developed. The process is outlined in the *Employee Handbook and in the Appendix to this Agreement*. The site variance process may only be changed with the consent of the LPS Board of Education and the Lincoln Education Association Board of Directors.

Further, the Lincoln Public Schools and the Lincoln Education Association recognize that public education is an ever-changing arena due to multiple factors. As such, both opportunities and needs can arise which can call for the need for a site/sites to vary from the Professional Agreement.

Should the need arise, the leadership of both the Lincoln Public Schools and the Lincoln Education Association will first meet to discuss the circumstances, confer and agree as to whether or not the change is warranted. Both the Lincoln Public Schools and the Lincoln Education Association will receive a written report from the site regarding the collaboration, communication, options for staff, and evaluation process before the variance is approved for implementation at the site.

Both the Lincoln Public Schools and the Lincoln Education Association shall sign off on the site variance before it is implemented. Should either the Lincoln Public Schools or the Lincoln Education Association decide the request for a variance is not necessary, the site shall go through the original Site Variance Process as outlined in the *Employee Handbook and in the Appendix to this Agreement*.

5-20 Behavior Management Best Practices Handbook

PROCOM developed the Behavior Management Best Practices Handbook to provide a practical tool for all staff to facilitate communication and to improve student discipline practices and procedures throughout the district. The Handbook is not meant to be comprehensive and it is expected that it will be updated on a regular basis to include additional best practices that staff members develop. The Handbook is not meant to replace or supersede any existing LPS policies or State and Federal laws.

Copies of the Handbook shall be made available to all certificated staff on the LPS web site.

The Handbook may be revised as needed. All revisions in the Handbook shall be developed by a joint LPS/LEA Committee. Any changes in the Handbook shall be jointly agreed upon by the Lincoln Education Association

5-21 Report Cards

Submission of secondary report cards will be required no sooner than 4:00 p.m. on the third contract day after the end of the first, second and third quarters. Submission of elementary report cards will be required no sooner than 4:00 p.m. on the fifth contract day after the end of the first, second and third quarters. *Submission of elementary report cards for the fourth quarter will be required no sooner than 4:00 p.m. four days prior to the last contract day.* Submission of secondary report cards will be required no sooner than 4:00 p.m. on the last contract day after the end of the fourth quarter.

5-22 Night School Assignment

Night school assignments shall be voluntary. If no staff members volunteer for a night school assignment, they may be assigned by the principal. Certificated employees shall not be involuntarily assigned to a night school assignment two (2) years consecutively.

ARTICLE VI CHANGES IN PLACEMENT

6-1 General Information

- a. Voluntary transfers shall be defined as those initiated by the employee as documented by written application.
- b. Involuntary transfers shall be defined as those resulting from written administrative action.
- c. Surplusage shall be defined as the need for reassignment of staff due to enrollment decreases, budget limitations, or program changes; it is not a reduction in force where termination or contract amendment will occur.
- d. Reduction in Force (RIF) shall be defined as reduction in staff by termination or contract amendment due to enrollment decreases, budget limitations, or program changes in the event no vacancy exists in the district for which the certificated employee is qualified.
- e. Seniority shall be defined as the length of a certificated employee's continuous service in the bargaining unit from the most recent date of being placed on a continuous contract. Seniority shall begin on the first contract day on which the employee reports for duty.
 - (1) Seniority shall accrue during authorized leaves of absence and layoffs up to twenty-four (24) months or as otherwise mandated by law. Seniority shall not be interrupted by voluntary or involuntary transfers.
 - (2) The district-wide seniority order for certificated employees will be determined by the start date of their continuing employment agreement. Certificated employees with identical reporting dates will have their placement order determined by random computer placement within that report date. Once the order is established, no changes will occur except those allowed within the negotiated agreement.
 - (3) The district-wide seniority list shall be prepared and made available on the LPS website on or about November 1. The validity of the seniority list shall become final and no longer subject to grievance following the first contract day in January. Paper copies of the seniority list will be produced for the Association and the District after finalization.
 - (4) Seniority shall end upon resignation, retirement, failure to return to work at the expiration of a leave of absence, failure to be recalled within twenty-four (24) months from the date of a layoff, or termination of employment for other reasons.
- f. Assignment shall be defined as:
 - (1) school building for elementary certificated employees assigned to an elementary building;
 - (2) subject area assignment for certificated employees in a middle school building;
 - (3) department for certificated employees in a high school building;

- (4) positions within any assigned building requiring special endorsement(s) or qualifications; PROCOM will agree on positions requiring special qualifications for purposes of applying the provisions of surplus and reduction in force. The list of positions will be distributed on or about November 1. Revisions may be made by PROCOM at any time;
- (5) duties assigned in the current year within any school, other location, or configuration of work sites for itinerant certificated employees;
- (6) a list of certificated staff and their assignment shall be prepared and made available on the district website on or about November 1. The assignment(s) listed will include those positions requiring special qualifications as referenced in Section 6-1 f. (4) above. The accuracy of the assignment list shall become final and no longer subject to grievance following the first contract day in January.

6-2 Placement of Staff

- a. Consideration for filling vacancies shall be in the following order:
 - (1) Voluntary transfers
 - (2) Surplus/RIF
 - (3) Leave of absence
 - (4) Part-time
 - (5) New hires
- b. Once there is assurance that positions exist for current certificated employees, part-time employees may be considered for an increase in their contractual time, and new staff may be considered for employment. Within areas of endorsement or qualification, current surplus certificated employees will be assigned before newly hired certificated employees.
- c. If vacancies are available, Human Resources shall make at least three (3) interview offers or job offers to eligible surplus certificated employees. In the event a surplus person declines three (3) interview offers or job offers, Human Resources may place the employee in an appropriate position.
- d. During the transfer process, any position for which there are no in-district surplus certificated applicants may be filled by a new hire.

6-3 Surplus

- a. Prior to declaration of a surplus in an assignment, the Principal shall make a request for a volunteer to accept surplus status and/or the Principal may exercise his/her right to reassign current staff to an anticipated vacancy within that school. Declaration of a surplus and reassignment within a building shall be documented in writing.
- b. In the event the need arises for surplus certificated staff, district-wide seniority shall be the determining factor in reduction within an assignment.
- c. Certificated employees involved in surplus will be encouraged to participate in the voluntary transfer process.
- d. It is in the best interest of staff and students not to divide full-time positions into multiple part-time positions when other practical alternatives are available. Thus, an individual within the assignment area with less seniority can be retained in their position in order to surplus a part-time person within the department to match the needed reduction in staff within the assignment.

6-4 Voluntary Transfer

- a. An updated list of present vacancies and known vacancies for the following school year will be posted on the LPS website starting on or before March 1. The posting of vacancies will continue up to the last week in June. If all surplus teachers have not been assigned, posting shall continue past the last week in June. The vacancy list shall include:

- (1) Position title
- (2) Building location
- (3) Status, i.e., permanent, temporary, part-time or itinerant
- (4) Qualifications: Courses to be taught and if elementary, grade and subject matter emphasis.

At all times, an updated list shall be available at the Human Resources Office.

- b. Posting: If posted, no vacancy shall be permanently filled within five (5) working days of the date of posting.
- c. Procedures: Every employee on a continuing contract shall have the right to apply within the five (5) day posting period for any vacancy for which he/she is certificated and endorsed. Additionally, all certificated employees applying for a voluntary transfer shall be allowed to submit a letter of application and resume to the principal or supervisor where the vacancy exists.

Applicants selected for an interview will be notified by the Human Resources Department. Other applicants will be notified, in writing, by the Human Resources Department within ten (10) days that they have not been selected for an interview. Interviewees not selected for the position will be notified by Human Resources within ten (10) days from the time the position has been filled.

- d. Certificated employees exchange shall be defined as the exchange of assignments between two staff members in different buildings with the approval of both principals. Such exchange shall be for a one (1) year trial. At the end of one (1) year, a request for discontinuation of the exchange by any of the affected teachers or principals will be honored. An exchange extended beyond one (1) year shall become permanent.

6-5 Reduction In Force

- a. Bumping Procedures - In the event no vacancy exists for the certificated employee who is subject to reduction in force, the certificated employee may exercise system-wide seniority to bump the certificated employee with the least amount of system-wide seniority in the school system in the assignment in which the certificated employee has been teaching. If no such less senior certificated employee exists, he/she may bump the least senior certificated employee to which he/she is senior in another field or teaching area for which he/she is certificated and endorsed or where certification and endorsement is not applicable, by reason of college credits in the teaching area. Certificated employees may not bump to administrative positions.
- b. Reduction in Force - When it is no longer possible for any certificated employee who is subject to reduction in force to bump another certificated employee, the certificated employee will be laid off according to Nebraska School Law.
- c. Recall from Layoff - Any certificated employee whose contract has been amended because of reduction in force shall be considered to have been terminated or to have had his/her contract amended with honor and shall upon request be provided a letter to that effect. Such certificated employee shall have preferred rights to reemployment for a period of twenty-four (24) months commencing at the end of the contract year and the employee shall be recalled on the basis of length of service to the school district, to any position for which the certificated employee is qualified by endorsement or college preparation to teach. The certificated employee shall, upon reappointment, retain any benefits which had accrued to said certificated employee prior to termination or contract amendment, but such leave of absence shall not be considered as time of employment by the district. A certificated employee under contract to another education institution may waive recall but such waiver shall not deprive the certificated employee of the certificated employee's right to subsequent recall.

ARTICLE VII PROFESSIONAL APPRAISAL

- 7-1** Professional appraisal is the systematic formal summative review instrument recommended by a joint committee made up of five (5) persons appointed by the Board of Education and five persons appointed by the Lincoln Education Association. Said committee shall be called the Teacher Appraisal Joint Committee.
- 7-2** Any proposed changes in the summative review instrument will be recommended by the Teacher Appraisal Joint

Committee and shall be jointly agreed upon by the Lincoln Education Association Board and the Lincoln Public Schools Board.

- 7-3** The appraisal process and summative review instrument shall be consistent with the Board policy on appraisal.
- 7-4**
- a. The certificated employee may submit a written statement and/or rebuttal which must be attached to all file copies of the appraisal. Certificated employees shall have seven (7) working days after being notified of any appraisal document that has been written, submitted, and made available to them by the appraiser in which to file a response or ten (10) calendar days if after the end of the school year.
 - b. No teacher's self-assessment written or otherwise provided as any part of the appraisal process or any self-assessment requested by an appraiser shall be used to move a certificated employee to a Notice of Performance Concern or used against the certificated employee in any action up to and including cancellation or termination of a contract.
- 7-5** Certificated employees have the right to ask for Association representation at any step of the appraisal process or when formal action regarding job performance will result in concerns or expectations being presented in writing to the employee to be placed in a building or district file.

ARTICLE VIII LEAVES FROM DUTY

8-1 Selection of Annual Leave Options

Employees hired prior to the 2012-2013 school year had the opportunity to choose between two annual leave plans, options A and B described below. *Those employees who chose Option A may move from Option A to Option B at any time.* Those employees who chose Option B must remain on Option B.

Employees initially hired for the 2021-2022 school year and after will be placed on Option B only. Employees who were hired prior to the 2021-2022 school year, terminate their employment as a certificated employee, and then return to employment as a certificated employee for the 2021-2022 school year or after will be placed on Option B only. Employees returning from a leave of absence who were on Option A prior to taking the leave of absence may stay on Option A.

For purposes of reimbursement at time of employee separation from the school district, days accumulated under the respective options (Option A or Option B) shall remain that type of day. Current employees who chose Option B during the 1995-96 leave option window converted all existing accumulated leave to Option B days. The ability to convert all accumulated leave to Option B days was a one time opportunity.

a. Fourteen Day Annual Leave Plan (Option A)

Full-time certificated employees shall receive fourteen (14) days or 98 hours of paid annual leave each year cumulative to the number of days/hours in the certificated employee's contract. Part-time employees receive a prorated amount.

- (1). Annual leave must be used for illness or medical disability during the course of the contract. Absence due to personal injury or accident, absence due to illness of family members residing in the same home and also children, parents, parents-in-law, and siblings not residing in the same home, and absence due to the quarantine laws of the State are interpreted as eligible for annual leave. In addition, an employee who is temporarily disabled from a medical standpoint by reason of pregnancy, childbirth, false pregnancy, termination of pregnancy and child delivery is within this provision for the period of such medical disability. Annual leave is classified as current or accumulative.
- (2). Four (4) annual leave days (capped at four days each year), subject to the availability of a substitute as verified by Human Resources, may be used as special leave days at the certificated employee's discretion without explanation. With a minimum of two (2) weeks advance notice, the special leave days may be used directly or in conjunction with unpaid leave, to extend absences before or after holidays or non-contract days. In these instances, special leave day(s) will be granted on a first come first served basis and no more than 5% (fractions rounded up) of a building level certificated staff needing a substitute may use the special leave day(s). Annual leave as special leave may not be used in the first

ten (10) nor the last fifteen (15) student contact days of the school year unless the reason for use is within the criteria indicated in 8-1 b.(6). At the beginning of each contract year, the certificated employee shall receive the necessary number of paid special leave days to restore the employee to four (4) days, so that each full-time certificated employee shall have four (4) paid special leave days available at the beginning of each contract year. All full-time employees will receive sick leave in an amount equal to the number of special leave days not utilized from the previous year.

- (3). During the 2021-2022 school year, certificated employees who terminate their employment as a certificated employee under this Agreement and separate from the Lincoln Public Schools following twenty (20) years of employment as a certificated employee, will receive \$16.50 per hour for each hour of accumulated sick and emergency leave. The accumulated sick, emergency, and special leave will be calculated as of June 30 (or at the next pay period after the employee separates from the district within the school year) of the contract year in which employment is discontinued.

Employees who terminate their employment as a certificated employee under this Agreement and separate from the Lincoln Public Schools will be paid the per diem rate for each hour of unused special leave during their next regular pay period. The leave of certificated employees who terminate their employment as a certificated employee under this Agreement but who do not separate from the Lincoln Public Schools will be administered as per the processes developed by the Payroll Department.

A payment for unused accumulated Option A leave upon termination of employment under this Agreement, which meets the qualifications of the district non-elective 403 (b) plan, will be paid through a contribution to such plan subject to the annual contribution limit under Internal Revenue Code (IRC) section 415. Any amount in excess of the annual contribution limit of IRC section 415 will be paid as taxable compensation to the employee.

b. Eleven Day Annual Leave Plan (Option B)

Full-time certificated employees shall receive up to and be capped at eleven (11) days (77 hours) of paid annual leave each year. At the beginning of each contract year, the certificated employee shall receive the necessary number of paid annual leave days to restore the employee to eleven (11) days, so that each full-time certificated employee shall have eleven (11) paid annual leave days available at the beginning of each contract year. Additionally, at the beginning of each contract year, all full-time employees will receive sick leave in an amount equal to the number of annual leave days not utilized from the previous year. Accumulation of unused sick leave shall be unlimited. Part-time employees receive a prorated amount of annual and sick leave. Annual leave may be used as sick leave or discretionary leave. When employees have used all eleven (11) current leave days, they may use accumulated sick leave in the event of illness. In order for certificated employees to have used all eleven (11) current leave days for the purposes of dipping into accumulated sick leave, the eleven days must have actually been utilized and an absence taken place.

- (1). Annual and accumulated leave may be used as sick leave. Sick leave shall mean absence due to personal illness, injury or accident, absence due to illness of family members residing in the same home and also children, parents, parents-in-law and siblings not residing in the same home, and absence due to quarantine laws of the State. In addition, an employee who is temporarily disabled from a medical standpoint by reason of pregnancy, childbirth, false pregnancy, termination of pregnancy and child delivery is within this provision for the period of such medical disability. Sick leave shall not be subject to approval by the building supervisor/principal.
- (2). Annual leave may be used as discretionary days. Use shall be at the discretion of the employee. The employee shall not be required to provide reason for the leave. There shall be no restrictions on the use of leave beyond the established procedures for arranging for absences beyond those outlined in 5-4, Certificated Duty Days, section b; and 5-6, Conferencing Days; and as outlined in the section below.
- (3). Annual leave may be used for prearranged days. In the event an employee wishes to prearrange an absence for any reason other than medical reasons, the days shall be available subject to availability of substitutes and shall be granted on a first come first served basis. No more than five (5) percent (fractions rounded up) of building level certificated staff needing a substitute may use prearranged days on a given day.

Pre-arranged days for use for the first ten (10) or the last fifteen (15) student contact days of the school year, or the day immediately before or after scheduled breaks, shall be defined as days in which

certificated employees know more than twenty-four (24) hours in advance that they will need to be absent from work due to one of the reasons listed in 8-1 b. (6). Employees wishing to pre-arrange an absence for the first ten (10) or the last fifteen (15) student contact days of the school year, or the student contact day immediately before or after scheduled breaks, whose absence is related to any of the emergency leave provisions listed in 8-1 b. (6) (a) through (l), shall fill out their leave request on the District's substitute management system and indicate which emergency leave provision is applicable. No further approval is required for the absence.

Employees wishing to pre-arrange leave not covered in 8-1 b. (6) (a) through (l) shall request leave from Human Resources and copy their principals with specifics for the need of their requested leave, waiting until their request is authorized before entering it into the District's substitute management system. Employees may also include additional details (e.g., record of their leave accumulation or other information they believe is pertinent) which they believe the District will find of value in considering the leave request.

Human Resources shall have the authority to authorize use of prearranged annual leave for reasons other than illness during this period.

Disciplinary action may be taken against staff members absent during this period not meeting the above criteria which may include a pay dock for the time missed.

Teachers needing leave at any time of the year for absences which qualify as: (a) adoption leave; (b) civic leave; (c) jury duty leave; (d) bereavement leave; (e) assault/battery leave; or (f) professional leave will follow the approval process for that type of leave.

- (4). During the 2021-2022 school year, certificated employees who terminate their employment as a certificated employee under this Agreement and separate from the Lincoln Public Schools following ten (10) years of employment as a certificated employee will receive \$16.50 per hour for each hour of accumulated sick leave. The accumulated sick and annual leave will be calculated as of June 30 (or at the next pay period after the employee separates from the district within the school year) of the contract year in which employment is discontinued.

Employees who terminate their employment as a certificated employee under this Agreement and separate from the Lincoln Public Schools will be paid the per diem rate for each hour of unused annual leave during their next regular pay period. The leave of certificated employees who terminate their employment as a certificated employee under this Agreement but who do not separate from the Lincoln Public Schools will be administered as per the processes developed by the Payroll Department.

A payment for unused accumulated Option B leave upon termination of employment under this Agreement, which meets the qualifications of the district non-elective 403 (b) plan, will be paid through a contribution to such plan subject to the annual contribution limit under Internal Revenue Code (IRC) section 415. Any amount in excess of the annual contribution limit of IRC section 415 will be paid as taxable compensation to the employee.

- (5). A certificated employee who terminates his/her employment as a certificated employee under this Agreement and who separates from the Lincoln Public Schools with less than ten years of employment shall receive payment for one half of the employee's accumulated sick leave at the current value per hour contained in 8-1 b. (4) above and the per diem rate for each hour of unused annual leave during their next regular pay period. The leave of certificated employees who terminate their employment as a certificated employee under this Agreement but who do not separate from the Lincoln Public Schools will be administered as per the processes developed by the Payroll Department. The payment for unused accumulated Option B leave upon termination of employment under this Agreement, which meets the qualifications of the district non-elective 403 (b) plan, will be paid through a contribution to such plan subject to the annual contribution limit under Internal Revenue Code (IRC) section 415. Any amount in excess of the annual contribution limit of IRC section 415 will be paid as taxable compensation to the employee.
- (6). When a certificated employee's annual leave has all been used, accumulated leave may be used for either sick leave or the purpose of attending to emergencies pertaining to personal or legal matters. Twenty-four hour notice, when possible, shall be given by the certificated employee to the immediate supervisor. Request for use of accumulated leave for an emergency shall be made to the Associate

Superintendent for Human Resources in writing, explaining the reason for the absence. The Associate Superintendent will determine if the absence qualifies for leave. The items typical of approved requests are listed in 8-1 b. (6) below.

- (a). Transactions of serious personal business which cannot be arranged for at a time other than school hours. (Seeking, preparing for, or working at other employment is excluded.)
- (b). Legal arrangements which are related to the immediate family of the employee.
- (c). Compliance with a court subpoena.
- (d). Special examinations administered by a university for an advanced degree.
- (e). Extension of bereavement leave.
- (f). Emergencies which are beyond the control of the employee.
- (g). Absences of an employee resulting from mandatory pre-induction physical examination requested by the Selective Service System, the National Guard, or the Military Reserve.
- (h). Religious observances which cannot be fulfilled prior to or after the normal school day schedule.
- (i). The death of a friend, relative or acquaintance, if not covered by bereavement leave.
- (j). Attendance at the graduation or wedding of the employee or members of the employee's immediate family.
- (k). Extension of sick leave when it becomes exhausted.
- (l). Care for family illness.

c. Additional Leave Guidelines Applying to All Certificated Employees for Options A or B

The following guidelines apply to all certificated employees regardless of which annual leave option they have chosen.

- (1). Certificated employees on continuing contract who have exhausted their accumulated leave may borrow up to eleven (11) days. Said leave may only be used for sick leave as defined in section 8-1 b. (1) above. If the certificated employee resigns before earning the borrowed days from the succeeding year, the certificated employee will have his/her pay reduced at the daily rate of pay before final payment is made. Should illness, however, be the reason leading to resignation or termination of the certificated employee, the certificated employee shall not be required to pay back the borrowed days. At the beginning of each contract year, if the certificated employee borrowed less than the annual allotment of special leave (Option A) or annual leave (Option B), he or she will receive the necessary number of unborrowed paid special or annual leave days to restore the employee to four days (Option A) or eleven days (Option B).
- (2). Worker's compensation salary benefits do not begin until seven (7) calendar days after the date of injury. Employees who sustain a compensable work related injury will not be docked for the work days that fall within that seven (7) calendar days. In addition, employees will not be docked for time spent receiving medical treatment related to the injury. If an employee is disabled beyond six (6) weeks, worker's compensation benefits will be paid for the first seven (7) days. At that time, the amount paid under worker's compensation will be deducted from the payroll check.
- (3). If a disability occurs during non-contract days, the employee will not receive leave pay, since no contract days were lost as a result of the disability. If the disability continues into the next contract year, annual and accumulated leave may be used.
- (4). If the employee requests and is granted unpaid leave, and thereafter becomes physically disabled as determined medically, annual leave pay will not be provided.
- (5). If a member of the immediate family is recommended for treatment through the Employee Assistance

Program counselor, the employee may use accumulated leave for the duration of the prescribed treatment, but not to exceed fifteen (15) working days per incident.

- (6). Any employee anticipating a long-term disability is encouraged to notify the immediate supervisor and/or the Human Resources Office to assist the District in staff replacement.
- (7). Leave shall be recorded and available for use on an hourly basis. Employees who opt to request half-day or full-days of leave or who utilize the hourly option, will not have leave returned to them if they return to duty earlier than from the amount of leave time initially requested and approved.

8-2 Adoption Leave

At the time of adoption, an employee who adopts a child shall be allowed to use a maximum of twenty (20) days of either accumulated or sub-deduct leave. In unusual circumstances, such as, but not limited to, an adoption occurring outside of the U.S., the employee may request the use of an additional ten (10) days of either accumulated or sub-deduct leave. Such request will be made to the Associate Superintendent for Human Resources. The accumulated and sub-deduct leave may be used in any combination at the employee's discretion.

The district shall comply with all state and federal laws concerning adoption leave.

8-3 Civic Leave

An employee 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 on forms provided by the Human Resources Department. Such leave will normally be allowed by the Human Resources Department on the approval of the Board providing the time involved does not exceed a total of two (2) work days or fourteen (14) hours per month.

8-4 Jury Duty

Employees are encouraged to fulfill their citizenship obligation of jury duty. Their salary will continue during time spent in jury service.

If an employee, upon reporting for jury duty in the morning, learns that he/she is dismissed from jury duty for the remainder of the day, he/she is to report to duty at his/her school and to resume duties or do additional building work as assigned for the balance of the day. When entirely dismissed from jury duty, the employee is directed to report for duty at school.

8-5 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, defined as brother-in-law, sister-in-law, grandparent, aunt, uncle, niece or nephews for the purpose of attending the funeral or attending to matters related to the death. Employees may request permission to use bereavement leave on non-consecutive days for purposes of attending a funeral and/or attending to matters related to a death by submitting a request to the Associate Superintendent for Human Resources or designee.

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.

An employee shall be excused, without loss of pay, to attend funeral services of relatives and/or friends other than those listed above provided no substitute is required. If a substitute is not required, the employee simply takes bereavement leave. If a substitute is required and the employee has available annual leave, the employee must take sufficient annual leave to cover the cost of the substitute. If a substitute is required and the employee does not have available annual leave, the employee must take funeral leave resulting in a deduction from pay for the cost of the substitute.

8-6 Assault and/or Battery Leave

Any employee missing contract days due to injury as the result of physical assault while within the scope of his/her employment with the Lincoln Public Schools shall not have those days charged against annual leave or accumulated sick leave days.

After five (5) work days, continued absence is authorized only upon recommendation of the employee's personal physician.

- a. The term "assault" and "battery" shall be defined for purposes of this section as an assault and battery inflicted within the scope of the individual's employment. Assault is defined as the threat or use of force on another that causes that person to have a reasonable apprehension of imminent harmful or offensive contact; the act of putting another person in reasonable fear or apprehension of an immediate battery by means of an act amounting to an attempt or threat to commit a battery. Battery is defined as the application of force to another, resulting in harmful or offensive contact.

In the event that an employee of the Lincoln Public Schools should be subject to an assault and/or battery while within the scope of his/her employment with the Lincoln Public Schools, the employee should take the following action:

- (1) The employee should immediately notify the Lincoln Police Department of the alleged assault or battery.
- (2) The employee should notify the Building Principal or in the absence of the Building Principal, the Assistant Principal, or immediate supervisor, of the alleged assault or battery.
- (3) The standard procedures for reporting accidents shall thereafter be followed.
- (4) If the employee is not satisfied that the prosecuting officials are taking appropriate action with regard to the alleged incident, the employee may report the same to the Associate Superintendent for Human Resources. In addition, if the employee is a member of the LEA, the employee should advise the President of the LEA or designee of the situation. The Associate Superintendent for Human Resources and, if applicable, the President of the LEA or designee should attempt to ascertain the status of any criminal proceedings and coordinate their efforts to obtain appropriate action by the prosecuting officials.
- (5) In the event that the employee wishes to take any civil action to recover his/her damages against the perpetrator of the assault or battery, this is a private legal proceeding; therefore, the employee will need to obtain his/her own legal counsel to assist the employee in presentation of such claims.
- (6) Employees should recognize that the determination of what criminal proceedings will be commenced against the perpetrator of an assault or battery is the function and responsibility of either the Legal Department of the City of Lincoln or the County Attorney of Lancaster County. Neither the Board of Education nor the LEA have any standing to actually commence any such proceedings. The Board of Education and, if applicable, the LEA will, however, endeavor to assist the employee in bringing relevant information to the attention of the appropriate prosecuting officials.

8-7 Exchange Teachers

The district may grant a paid leave of absence to an employee accepted as an exchange teacher. The employee must receive Board approval prior to accepting an exchange teaching position. This certificated employee shall retain all tenure and other employment rights with prior position and assignment guaranteed for the subsequent year upon return to the Lincoln Public Schools. A full year of experience shall be granted a certificated employee on exchange for each year of exchange service. Such service shall not interrupt the employee's seniority.

8-8 Professional Leave

Professional leave may be granted for attendance at meetings or conferences which are directly related to the employee's major academic areas of responsibility. The Request for Leave form must show written approval of the principal, department chairperson and/or the curriculum specialist. When assigned or requested by the District, expenses will be paid according to the District's expense account policies.

Professional leave will be granted to a teacher subpoenaed due to the teacher's professional responsibilities as

an employee of the Lincoln Public Schools.

8-9 Unpaid Leaves

When no other leave may be utilized, an employee may make application for an unpaid leave. Deduction in compensation for such absence shall be made.

- a. An unpaid leave of absence will not be granted beyond the balance of the school year plus one additional year. Upon application of the certificated employee, a leave may be specifically extended by the Board beyond said period of time. Such leave of absence will specify the date of return to duty. During periods of such leave, the employee shall retain all provisions as outlined below.
 - (1) The right to return to the former position. In the event that the district is anticipating a surplus/RIF situation, persons returning from a one-year leave of absence will be placed in the employee pool at the building they came from, prior to surplus/RIF procedures being applied. A year of leave shall be defined as being on unpaid leave for more than a semester.
 - (2) If the employee extends the leave beyond one year, the employee shall have waived the right to return to his/her former position, and shall be considered for placement after surplused certificated employees. The employee will be placed on furlough status if no vacancy exists. Persons returning from multiple year leaves of absence will be placed in the district-wide transfer surplus pool prior to RIF based upon seniority. They will be placed or RIFed according to the reduction in force language in Article VI.
 - (3) Certificated employees on unpaid leave shall have the opportunity to continue health and dental coverage, as governed by COBRA regulations and the underwriting guidelines of the policies. District life insurance availability is limited to one year. The district death benefit plan is not available during unpaid leave unless the leave is for health reasons.
 - (4) The right to salary advancement and benefits which had been earned prior to the beginning of the leave period.
 - (5) In the event an employee on approved unpaid leave is employed in another school district during said leave, if such experience would be recognized for purposes of placement of new hires, said employee shall have such experience credited to them consistent with the Placement of New Hires Chart (Appendix A) for the current year should they return to active service with LPS. Nothing in this language shall be construed to deny an employee salary advancement and benefits earned under item (3) of this section.
- b. Alternative Employment - A certificated employee who has five consecutive years of service may be granted a leave of absence for up to one year to accept employment elsewhere provided that supportive recommendations be secured from the immediate supervisor, curriculum specialist and the Human Resources Office and if a suitable one-year replacement can be found.
- c. Elected Office Leave - The employee shall notify the Board in writing of his/her name for seeking public office.
 - (1) If the employee wishes to campaign during working hours, a personal leave may be requested.
 - (2) An employee who is elected to any subdivision of Government shall be entitled to an unpaid leave of absence for the length of term of office.
- d. Family Leave - Leave shall be granted because of pregnancy, childbirth, child rearing, adoption, caring for a foster child, false pregnancy, termination of pregnancy and recovery therefrom. Additionally, leave shall be granted for the purpose of caring for parents or attending to family business requiring extended absence from work.

8-10 Association Leave

The Lincoln Board of Education agrees to provide the Association with sixty (60) days of paid Association leave during those school years in which negotiations are taking place and thirty (30) days of paid leave during those school years in which negotiations are not taking place. The 30-day limit during those school years in which negotiations are not taking place may be increased by PROCOM for extensive joint committee work. Additional

association days may be purchased on the basis of substitute deduction.

The Association leave shall be only for the purpose of professional association work at the local, state or national level and all such days shall require the authorization of the Association President. Up to a full-time reduction for the President or another certificated employee may be utilized by the Association by payment to the district of an amount equal to 100% of the President's or other employee's salary and the cost of leave accrued during the term of that person. The cost of the leave accrued shall be computed by multiplying the number of hours accrued by \$16.50.

8-11 Catastrophic Illness Leave

Employees who suffer a catastrophic illness, or whose spouse suffers a catastrophic illness during the course of a contract year and whose available annual and accumulated leave has been exhausted shall be eligible for subduct leave for the remainder of the contract year.

8-12 Part-Time Leave

Full-time certificated tenured employees who request part-time leave of absence shall have the right to return to their former full-time position if the leave does not extend beyond one year. If the leave is extended beyond one year, the district will make a reasonable attempt to place the employee in a full-time assignment when requested to do so.

8-13 Voluntary Leave Transfer for Catastrophic Illness

The Voluntary Leave Transfer gives certificated staff the opportunity to help fellow employees by donating annual leave to employees faced with serious personal or family medical conditions that require their absence from duty for a prolonged period of time.

In order to be a leave recipient an employee must:

- a. Be a member of the LEA bargaining unit.
- b. Exhaust all other types of available leave with the exception of Catastrophic Illness Leave (see 8-11).
- c. Provide the Associate Superintendent for Human Resources, or their designee, with written confirmation from a physician on the approved LPS form that the employee or immediate family member is suffering from a medical condition requiring the employee be absent from work. For purposes of this program, immediate family shall be defined as family members residing in the same home as well as children, parents, parents-in-law and siblings not residing in the same home.

After the Associate Superintendent for Human Resources has approved an employee as a leave recipient, certificated staff may either donate Option A annual sick leave or special leave and Option B annual leave to the leave account of the recipient. (It should be noted that Federal law prohibits the donation of accumulated leave for this purpose.) Said donation shall be submitted in writing on the form provided by the Human Resources Office for this purpose.

Approved leave recipients may solicit leave donation from within their own building and/or use District or Association communication channels. In order to protect employee privacy, no solicitation of leave shall be undertaken without their prior approval.

Leave shall be requested in a block of time not greater than 33 days and not greater than the remainder of the current school year. An employee may use a maximum of 33 days of donated leave within one school year.

The donation shall be made in whole day increments and submitted in writing on the form designated by Human Resources. Leave shall be transferred in the order received and any leave remaining shall be returned to the original contributor.

Staff may make additional leave transfer requests if the illness extends beyond the original anticipated date. All leave transfer donations shall be treated as confidential.

Leave may be transferred to and from an employee in another employee group, if that group has a similar leave

transfer for catastrophic illness and that group agrees to a reciprocating arrangement with the Association.

ARTICLE IX COMPENSATION

The basic salary schedule for 2021-2022 included in the Agreement as Appendix A, shall be implemented under the following terms:

9-1 Effective Date of Salary Schedule

The schedule shall become effective on the date the certificated employee reports for the new school year and all payments of wages on or after this date shall be paid according to schedule.

9-2 Salary Lane Adjustments

a. Lane Adjustments

Lane adjustments may be made at any time during the contract year. Certificated employees shall make application on an intent form provided by Human Resources. Salary adjustment resulting from horizontal movement shall be effective on the contract day that all necessary documentation is received by the Human Resources Office and will appear in the certificated employee's first appropriate paycheck following receipt of the documentation (in September if received during the summer). Necessary documentation shall include: 1) the completed application form, 2) official graduate transcript(s) and/or 3) staff development transcripts from Lincoln Public Schools.

- (1). Doctoral Lane - Certificated employees will be placed on the doctoral lane of the certificated employee's salary schedule when a doctorate degree is granted from a college of education or is in the employee's instructional field or a related field.
- (2). Horizontal Advancement Credit - An hour of credit shall be defined as one hour of earned graduate study, or, if approved by the administration in advance, as one hour of upper-division undergraduate study in the certificated employee's major area or field. Applicants may use upper division courses for horizontal movement if approved by the principal, curriculum specialist and Human Resources in advance of the applicant enrolling in the coursework. When a degree is conferred, the hours earned in excess of degree requirements shall be applied to the next salary lane. Effective October 15, 1984, however, only graduate hours conferred after the masters degree will apply to the MA+18, MA+36 and Ph.D.

Generally, college credit hours to be used for horizontal advancement must be earned through an institution which is approved by a state educational certification agency or accredited through a regional accrediting agency. Applicants may use college credits from institutions not approved by a state educational certification agency or accredited through a regional accrediting agency for horizontal movement only if approved by Human Resources in advance of the applicant enrolling in the coursework.

- (3). Any person employed as a certificated staff member with a first contract day on or after September 1, 2010, will not be able to advance past Step 22 on the BA+36 column for the 2021-2022 school year. Any person employed as a certificated staff member prior to September 1, 2010, will be able to advance past Step 22 on the BA+36 column for the 2021-2022 school year.

b. Step Adjustments

- (1). Vertical Advancement on Schedule - All certificated employees who were employed and worked under the 2020-2021 contract will move one vertical step, where steps exist, for the 2021-2022 school year.

9-3 Staff Development Hours

Staff development courses will be acceptable for advancement on the salary schedule in the same manner as item Section 9-2 a. above, up to a maximum of 30 hours of credit, except that no credit shall be given for courses taken more than ten (10) years prior to the year they are proposed for salary advancement. In order for the course to count toward salary schedule advancement, the applicant must have been a contracted certificated employee of Lincoln Public Schools during the time the course was taken. However, courses taken during the summer

immediately preceding the first year of employment as a certificated employee of Lincoln Public Schools may be used for horizontal advancement. Staff development credit will support horizontal movement only if the applicant paid the appropriate tuition to Lincoln Public Schools at the time the applicant enrolled in the course. Once a certificated employee has qualified for horizontal advancement using staff development hours, that placement shall be considered permanent as if the hours were college hours. Once hours have been used they cannot be reassigned if and when a degree is conferred. Hours earned within the ten (10) years which have never been used for horizontal advancement may be used for horizontal advancement once the MA degree has been granted.

9-4 Prior Acceptable Experience

- a. Salary Lane Placement - Newly hired certificated employees with no prior teaching experience will be placed on the first level of the appropriate salary lane.
- b. New hires for the 2021-2022 school year, with previous teaching experience, shall be placed on the same level on the salary schedule as current employees with the same amount of continuous Lincoln Public Schools experience up to Level 21 on the BA Lane; Level 22 on the BA+18 Lane; Level 22 on the BA+36 Lane; and up to Level 36 on the MA, MA+18, MA+36 and Ph.D.

See chart in Appendix A.

This chart shall be effective only as to certificated employees first hired by Lincoln Public Schools, or reemployed after a break in employment, for the 2021-2022 school year, and for succeeding years.

- c. Vocational certification experience will be permanently allowed on the certificated employee salary schedule for employees who teach one or more classes which are eligible for state vocational reimbursement. This experience will be allowed as follows: 1 year experience -business and office education distributive education; home economics related occupations (HERO), trades and industrial education; 2 years experience - agricultural education, and health-related occupation. Effective 1989-90, new hires will not be eligible.

9-5 Summer School

Pay for summer school services shall be on the basis of the certificated employee's extended contract with each period (hour) equal to 1/6 of their daily rate of pay. The pay rate at 1/6 rather than 1/7 daily rate of pay is to acknowledge and compensate summer school teachers for the fact that they will be planning for classes outside the student day.

9-6 Part-time Certificated Employees

Part-time certificated employees shall be paid their daily rate of pay based upon the number of teaching periods/time assigned. The employee's F.T.E. shall establish the appropriate minutes of prorated planning time. If employees are scheduled with a gap of time in their schedule of more than 50 minutes at the elementary level or more than one period plus passing time at the secondary level a maximum of one hour of pay will be allowed at their hourly rate. Payment of this sum will not increase the employee's full-time equivalency as determined by the number of assigned class periods per day.

9-7 Teacher Relocation

Teachers move from one classroom to another for a variety of reasons. Under some circumstances, teachers have been paid for the non-contract time they have spent packing, moving, and unpacking. Teachers will continue to be paid for non-contract time for the following:

- a. Moving because of construction, renovation, or asbestos removal
- b. Moving into a new facility

The following options are available and should be selected by teachers and/or teams/departments based on the specific needs of the building:

- a. They can pack, move and unpack their classroom teaching supplies and materials for which they will be reimbursed up to 14 hours at workshop participant rate.

- b. They can pack their classroom supplies and materials from the present classroom setting and unpack their classroom supplies and materials at their new classroom setting. Certificated staff will be paid at the workshop participant rate for a number of hours not to exceed 12. In this option, custodial and maintenance employees will move the packed materials.
- c. Employees from the custodial and maintenance department of LPS can pack and move all classroom teaching supplies and materials from one location to another. This will occur without the aid of the certificated staff member. The certificated staff member will then be reimbursed at workshop participant rate for classroom rearranging and relocation of supplies and materials in the new setting up to eight hours.

In all of the above options:

- a. Individuals from the custodial and maintenance department will move desks, chairs, filing cabinets and other large and small items as designated by the certificated staff member.
- b. Custodial and maintenance employees will procure boxes for the certificated staff member and will disassemble and store boxes after the move has been completed.
- c. Certificated staff members will not be requested nor required to clean rooms prior to moving materials into the new classroom setting nor to clean rooms after vacating a classroom setting.

Reasonable notice, usually at least two weeks, of the pending move will be given to teachers. The building principal will provide a plan for moving including the reason for the move, the names of teachers involved, and anticipated hours for each to the Associate Superintendent for Instruction. This plan must be submitted prior to the anticipated moving dates.

The number of hours to be reimbursed may be extended under extenuating circumstances. Such circumstances need to be described by the teacher and principal and a request for additional hours submitted to the Associate Superintendent for Instruction.

There may be other circumstances (e.g. building reorganization) for which compensation for moving is merited. Principals and teachers should submit a request for payment for such situations to the Associate Superintendent for Instruction.

9-8 National Certification

a. National Board of Professional Teaching Standards (NBPTS) Certification

The Lincoln Public Schools and the Lincoln Education Association believe in the importance of NBPTS Certification. In order to encourage staff to pursue Board Certification, the Lincoln Public Schools will provide a scholarship to pay \$500 of the initial fee.

The provisions below apply to all staff who go through the NBPTS Certification Process regardless of how their certification process was funded.

In order to support staff who are going through the NBPTS Certification process, LPS will:

- a. Provide up to two days of professional leave per semester to pursue the certification process.
- b. Provide support from videotape production staff and equipment.
- c. Provide support from professional staff and access to professional publications.

The Lincoln Education Association may provide additional Association Leave to LEA members involved in the NBPTS Certification process with the approval of the LEA President.

Staff who complete the NBPTS Certification Process shall immediately receive a Completion Stipend of \$600 from LPS.

Staff who are notified that they are NBPTS Certified shall immediately receive a Certification Bonus of \$1000. A subsequent \$600 per semester NBPTS Certification Stipend will be paid at the conclusion of each semester from

Lincoln Public Schools starting the contract year after certification is received. This stipend will continue for the life of their NBPTS Certification while they remain employees of the Lincoln Public Schools.

b. Nationally Certified School Psychologists (NCSP) Credentials

The Lincoln Public Schools and the Lincoln Education Association believe in the importance of NCSP Credentials. In order to encourage School Psychologists to pursue National Certification, the Lincoln Public Schools will provide a scholarship to pay \$110 of the initial fee for School Psychologists. School Psychologists who complete the NCSP Certification Process shall immediately receive a Completion Stipend of \$600 from LPS.

Staff who are notified that they are Nationally Certified shall immediately receive a Certification Bonus of \$1000. A subsequent \$600 per semester NCSP Stipend will be paid at the conclusion of each semester from Lincoln Public Schools starting the contract year after certification is received. This stipend will continue for the life of their National Certification while they remain employees of the Lincoln Public Schools.

9-9 Defraying the Costs of Continuing Education

The Lincoln Education Association agrees that Lincoln Public Schools may create a program to defray up to actual cost for continuing education to a maximum of thirty-six (36) graduate hours. Such a program shall in no case require anything more from the employee than proof of graduate credit earned at a Nebraska institution of public education. The level of reimbursement and other information regarding the program shall be published annually prior to first quarter at University of Nebraska - Lincoln, and shall remain constant through that year's summer session.

During the life of this Agreement, the Board of Education may at its discretion, institute a program designed to provide tuition assistance to certificated employees who hold less than a Master's Degree.

9-10 Funds to Purchase Equipment/Supplies

The Board of Education agrees that each certificated employee will be paid a Classroom Supply Stipend (\$350 gross pay) to be used, at the employee's sole discretion, to purchase equipment/supplies to be used in the classroom or for other work related projects for non-classroom educators. No further restrictions will be placed on the stipend funds. This stipend shall be paid no later than October 31st of each contract year and in accordance with the processes developed by the Payroll Department. Part-time staff will receive a prorated amount, based on their FTE and number of days contracted.

9-11 Junior Reserve Officer Training Corps Teachers

There are many instances in which the qualifications, terms, procedures, requirements, conditions, pay and benefits of faculty in the Junior Reserve Officer Training Corps (JROTC) program as outlined in the federal law do not coincide with requirements contained within the Professional Agreement. Examples of such differences in terms and conditions may include, but are not limited to, the length of the employment contract; the evaluation system; the salaries; the hiring process; and the requirement that instructors are to wear uniforms.

LPS and LEA agree that the qualifications, terms, procedures, requirements, conditions, pay and benefits of faculty in the JROTC program are governed by federal law and to the extent of any inconsistency between the Professional Agreement and federal law that federal law shall control over any of the terms of the Professional Agreement.

**ARTICLE X
INCENTIVE PAY**

The Lincoln Public Schools provides for and encourages programs and activities that promote student learning, achievement, and experiences beyond the regular school day and curriculum. Certificated employees who voluntarily assume additional responsibilities to meet such goals beyond the scope of their regularly assigned duties and contract day warrant compensation for those duties as outlined below in addition to the compensation provided for them on the regular salary schedule.

10-1 Conversion Factor

The conversion factor to translate the point schedule for extra standard assignments shall be \$4.79 per point for 2021-2022. Extra standard salary schedule may be obtained from each building principal or supervisor. Should

the Board and Association agree to changes recommended by the joint Extra Standard Committee, alterations to the schedule may be made by joint agreement.

Increase in the extra standard point value is determined by dividing the total base amount of the current year (base salary and fringe benefits total) into the proposed total salary increase unless changes are negotiated by the District and the Association. The current extra standard point value is multiplied by the percent of increase giving the new point value figure. New activities, when approved by the Board of Education, will be in addition to this limitation. The same percentage increase shall be used to calculate the increase in pay for the following positions: (See Appendix A for amounts).

Team Leader
Coordinator
Workshop Participant
Workshop Leader

For the 2021-2022 school year, the extra standard point value was computed using an alternative method, with the value *unchanged in 2021-2022*.

10-2 Notification

Certificated employees shall be notified in writing or electronically of extra standard and optional period assignments by the twentieth (20th) student day of the school year.

10-3 High School Department Chairs

a. High school department chairpersons shall be compensated according to the following formula:

- (1). The base stipend of \$3,634 for 2021-2022, which includes pay for supply and equipment management as well as unit leadership, plus \$100 for each staff member in excess of five (5) up to a maximum of fifteen (15).
- (2). A stipend based on the number of different courses available in the department as identified in the published course offerings of the school.

	2021-2022
1 course	\$568
11 courses	\$851
16+ courses	\$1,137

- (3). In order to complete their duties, department chairpersons are to work an additional five days.
- b. All high school department chairs shall have their teaching assignment reduced the equivalent of one period.
- c. When two or more employees share the duties of department chair, the stipends and additional days listed above will be shared by those employees.

10-4 Middle School Department Liaisons

Middle School Department Liaisons shall be compensated according to the following formula. The conversion factor to translate these points into extra standard pay shall be as outlined in Article 10-1.

Level "A" Departments which consist of two (2) to four (4) staff members will be assigned 144 points.

Level "B" Departments which consist of five (5) or more staff members will be assigned 336 points.

Single staff member departments will be assigned 72 points.

The Special Education Department will be assigned 336 points, regardless of the number of staff members in their department. However, if a building has a special education coordinator, the liaison stipend shall not be paid in addition to the compensation provided to the coordinator.

The availability of this leadership position shall be communicated to all certificated employees in each building.

The following departments/areas shall receive the stipend: Art, Business Education, English, Foreign Language, Home Economics, Industrial Technology, Mathematics, Music, Physical Education/Health, Reading Liaison, Science, Social Studies, and Special Education.

10-5 Team Leaders, Coordinators and Department Chairs Contract Notification

Team leaders, coordinators and department chairs serving with an extended contract shall continue to serve from year-to-year unless notified by the Human Resources Department by May 1.

10-6 Optional Period

Certificated employees assuming a sixth period of duty shall be paid \$5,710 during the 2021-2022 school year. Acceptance of a sixth period assignment by a certificated employee shall be strictly voluntary. If the sixth period of duty is not 50 minutes in length, the payment will be prorated accordingly.

10-7 Rewards Based Upon Performance

The Board and the Association agree that rewards based upon the performance of the teacher or the educational gains of students should continue to be studied and expanded when such rewards are tied to enhanced student learning. Individual school sites may initiate such rewards-for-performance plans if such plans include the following components:

- a. The plan has measurable goals.
- b. The goals of the plan will enhance student learning and coincide with District goals.
- c. All participants are fully informed about the reward for meeting the goal and the criteria to be used in the objective evaluation of whether the goals were met.
- d. All certificated staff members at the site have the opportunity to participate in the plan. Participation in the plan is voluntary.

If funds become available through Nebraska Statute 79-309.01, those funds would be expended through a process with the components outlined above.

ARTICLE XI MILEAGE REIMBURSEMENT

11-1 The following criteria shall be used to reimburse staff members within the District who use personal automobiles to travel between job sites:

- a. Travel reimbursement will be granted when a staff member teaches in more than one school in a single day.
- b. Travel reimbursement will be determined for itinerant certificated employees and classroom certificated employees who have been recommended to use their personal automobiles. Recommendation for authorization will be forwarded to the Human Resources Office by the curriculum specialist or Principal at the beginning of the school year or whenever needed.

11-2 All employees who are required to travel on behalf of the District shall be reimbursed for expenses at the allowable rate determined by the State of Nebraska, unless otherwise required by law.

11-3 Staff members will be reimbursed four (4) times during the school year - at the end of each quarter - upon presentation of forms prescribed by the Human Resources Office.

ARTICLE XII FRINGE BENEFITS

12-1 Fringe Benefits

- a. During the month of August, each employee will have the opportunity to enroll in the following insurance plans.

- (1). Educators Health Alliance plan
- (2). Group Dental Insurance
- (3). Group Disability Insurance
- (4). Group Term Life Insurance
- (5). Vision Insurance

Enrollment in each plan is dependent upon the underwriting guidelines of that plan. Except for the district contributions to health insurance described below, the employee will pay the premiums for the chosen insurance.

- b. Employees may purchase the \$1,200 deductible (PPO) district health insurance, the \$3,600 *high deductible (HDHP) district health insurance, or any available alternative network option associated with the PPO or HDHP district health insurance* through the Educators Health Alliance. Each employee who purchases a district health insurance policy through the Educators Health Alliance will receive the following monthly contribution from the district toward the premium:

Coverage	2021-2022 District Contribution
Employee	\$661.88
Employee+Child(ren)	\$988.75
Employee+Spouse	\$1,119.20
Employee+Spouse+Child(ren)	\$1,484.66

If a certificated employee takes Employee+Spouse+Child(ren) coverage and his/her spouse is an LPS employee who is eligible for district EHA health insurance but who is not taking EHA health insurance, there is an additional district contribution of \$302.25 per month in 2021-2022.

The District and the Association will continue to monitor the progress of the Patient Protection and Affordable Care Act (PPACA) to determine if alterations to the health insurance program are appropriate.

- c. Eligible employees are able to participate, on a voluntary basis, in the Section 125 Plan offered by the district. Employees may not utilize the Section 125 Plan to pay long term disability insurance premiums.
- d. All certificated employees eligible for long term disability insurance who were not under an LPS continuing contract during the 2005-2006 school year are required to take long term disability insurance.

Employees who can prove that they are receiving disability or retirement benefits under Social Security or receiving benefits through the Nebraska Public Employees Retirement System or other retirement system for school employees may opt out of the long term disability insurance regardless of their contractual relationship with the District during the 2005-06 school year.

- e. All certificated employees will be provided a death benefit of \$10,000.

12-2 Amendment to Fringe Benefits

The parties' non-cash fringe benefits are not considered subject to federal or state income tax or FICA taxes or to withholding for either state or federal income taxes or FICA taxes. Accordingly, the method, time and effect of selection of benefits shall be in accordance with federal rules and regulations adopted for cafeteria plans which are exempt from state and federal income tax and FICA taxes as the same may exist at the time of this agreement or as the same may be amended during the term of this agreement.

ARTICLE XIII PART-TIME EMPLOYEES

Certificated employees who are employed on a part-time basis have many of the employment rights and responsibilities of full-time employees under this Agreement. Those rights and responsibilities are contained within the various sections throughout this Agreement and the part-time certificated employee should be familiar with the entire Agreement.

Some of the specific rights and responsibilities of part-time employees are addressed in the following sections:

<u>Topic</u>	<u>Section</u>
Attendance at professional learning	5-4
Use of professional learning for horizontal advancement	5-7
Certificated employee visitation	5-10
Placement of staff	6-2
Surplus procedure	6-3
Annual leave options	8-1
Part-time leave	8-12
Pay for part-time certificated employees	9-6
Planning time for part-time certificated employees	9-6
Funds to purchase equipment/supplies	9-10
District contribution for fringe benefits	12-1

ARTICLE XIV PROFESSIONAL COMMITTEE

14-1 Professional Committee

Section 1

The Board and the Association continue their commitment to the concept of the Professional Committee (PROCOM) composed of five to eight persons appointed by the Superintendent, one of which shall be the Superintendent and including one principal from each educational level, and five to eight persons appointed by the Association, one of which shall be the President of the LEA which shall meet regularly to discuss overall relations between the parties, exchange information, receive suggestions, consider problems and discuss improvements. Over the course of the 2021-2022 school year, the Professional Committee shall establish the annual agenda for its work, which will include the following:

- No issues were added to the agenda for the 2021-2022 school year.

Section 2

Additional joint ad hoc committees may be determined by the Board of Education and the Lincoln Education Association on an annual basis to serve from June to June of the year for which they are approved.

Section 3

Standing committees shall be:

- A. The Extra-Standard Pay Committee
- B. The Appraisal Joint Committee
- C. The Calendar Committee
- D. The Insurance Advisory Committee
- E. The Professional Learning Committee (PLC)
- F. The Professional Learning Advisory Committee

Minutes of meetings involving these committees shall be published and presented to the Professional Committee (PROCOM), the Board of Education and the Board of Directors of the Association. Other committee details will be jointly determined.

LINCOLN EDUCATION ASSOCIATION

By _____
President

By _____
Vice-President

By _____
Committee Member

By _____
Committee Member

By _____
Committee Member

By _____
Committee Member

By _____
Committee Member

BOARD OF EDUCATION

By _____
President

By _____
Superintendent

By _____
Negotiation Chairperson

By _____
Committee Member

By _____
Committee Member

By _____
Committee Member

By _____
Committee Member

**APPENDIX A:
2021-2022 SALARY SCHEDULE**

Step	BA	BA+18	BA+36	MA	MA+18	MA+36	Ed.D/Ph.D
1	46,756	48,061	48,844	48,844	49,888	51,193	53,281
2	47,256	48,561	49,344	49,344	50,388	51,693	53,781
3	47,756	49,061	49,844	49,844	50,888	52,193	54,281
4	48,256	49,561	50,344	50,344	51,388	52,693	54,781
5	48,756	50,061	50,844	50,844	51,888	53,193	55,281
6	49,256	50,561	51,344	51,344	52,388	53,693	55,781
7	49,756	51,061	51,844	51,844	52,888	54,193	56,281
8	50,256	51,561	52,344	52,344	53,388	54,693	56,781
9	50,756	52,061	52,844	52,844	53,888	55,193	57,281
10	51,256	52,561	53,344	53,344	54,388	55,693	57,781
11	51,756	53,061	53,844	53,844	54,888	56,193	58,281
12	52,256	53,561	54,344	54,344	55,388	56,693	58,781
13	52,746	54,054	54,834	54,834	55,878	57,183	59,271
14	53,271	54,576	55,359	55,359	56,403	57,708	59,796
15	53,821	55,126	55,909	55,909	56,953	58,258	60,346
16	54,371	55,676	56,459	56,459	57,503	58,808	60,896
17	55,465	57,031	58,076	58,076	59,119	60,425	62,512
18	56,559	58,386	59,691	59,691	60,736	62,040	64,128
19	57,653	59,741	61,307	61,307	62,351	63,656	65,745
20	58,220	60,836	62,924	62,924	63,967	65,011	67,360
21	58,787	61,402	64,539	64,539	65,584	66,627	68,976
22		61,968	66,416	66,416	67,199	68,244	70,593
23			67,510	67,510	68,815	69,859	72,208
24			69,126	69,126	70,693	71,475	73,824
25			70,743	70,743	72,047	73,353	75,441
26			72,358	72,358	73,664	74,707	77,056
27			73,974	73,974	75,280	76,324	78,673
28			75,330	75,330	76,634	77,679	80,028
29			76,684	76,684	77,990	79,034	81,122
30			77,746	77,746	79,051	80,095	82,183
31			78,559	78,559	79,865	80,908	82,996
32			79,373	79,373	80,678	81,722	83,810
33			80,434	80,434	81,739	82,783	84,871
34			81,192	81,192	82,497	83,541	85,629
35			81,899	81,899	83,204	84,248	86,336
36			82,657	82,657	83,962	85,006	87,094
37			83,416	83,416	84,722	85,765	87,853
38			84,164	84,164	85,469	86,513	88,601
39			84,912	84,192	86,216	87,261	89,349

- Notes:
1. Continuing employees will move one vertical step where possible for 2021-2022.
 2. New hires will be placed according to the chart below.

Placement of 2021-2022 New Hires

Previous Experience	Schedule Placement	Previous Experience	Schedule Placement	Previous Experience	Schedule Placement
0	1	12	13	29	25
1	2	13	14	30	26
2	3	14	15	31 – 32	27
3	4	15	16	33	28
4	5	16	17	34	29
5	6	17	18	35 – 37	30
6	7	18	19	38	31
7	8	19	20	39	32
8	9	20	21	40 – 41	33
9	10	21 – 25	22	42	34
10	11	26 – 27	23	43 – 44	35
11	12	28	24	45	36

Notes on Chart Above:

*New hires with a BA lane placement cannot be placed higher than Level 21 on the salary schedule. New hires with a BA+18 lane placement cannot be placed higher than Level 22 on the salary schedule. New hires with a BA+36 lane placement cannot be placed higher than Level 22 on the salary schedule. New hires with lane placements of MA, MA+18, MA+36 and Ed.D/Ph.D cannot be placed higher than Level 36 on the salary schedule.

This chart shall be effective only as to certificated teachers first hired by Lincoln Public Schools or re-employed after a break in employment, for the 2021-2022 school year.

2021-2022 Extra Standard/Other Assigned Duties

Extra Standard Point Value	\$4.79
Workshop Participant (Hourly)	\$25.52
Workshop Leader (Hourly)	\$38.30
Team Leader	\$5,665
Coordinator	\$11,329
Optional Period	\$5,710

APPENDIX B
LINCOLN PUBLIC SCHOOLS
LINCOLN EDUCATION ASSOCIATION
GRIEVANCE FORM

Certificated Employee's Name _____ School or Unit _____

Assignment _____
Grade(s) and Subject(s) _____

INFORMAL STEP

(Within 20 working days of occurrence)

Discussed orally with supervisor	Yes <input type="radio"/>	No <input type="radio"/>	Supervisor response within 5 days	Yes <input type="radio"/>	No <input type="radio"/>
Grievance Resolved	Yes <input type="radio"/>	No <input type="radio"/>	Request for Step 1	Yes <input type="radio"/>	No <input type="radio"/>

STEP 1

(Within 20 working days of the occurrence)

Date of Informal Discussion _____

Date of Violation _____ Date Grievance Filed _____

Classification of grievance

- ☐ Claims of a violation of Board policy, State Statute, administrative directives or regulations which affect employees' work-grievable through Step 3
- ☐ Other alleged violation or misapplication of any specific provision of the Professional Agreement.

Nature of Grievance (Include Who, What, Where) _____

Specific Provision(s) in Question (Policy Number-Handbook-Negotiated Agreement Section) _____

Specific Relief Sought _____

Signature of Certificated Employee and/or LEA Representative

Date

See Page 2 for Disposition

DISPOSITION BY PRINCIPAL OR DEPARTMENT SUPERVISOR

Date Received _____ Date Meeting Held (within 5 working days of receipt) _____

Response (within 5 working days of meeting) _____

Copy to:

- ☐ Superintendent
- ☐ Associate Superintendent, Human Resources
- ☐ LEA
- ☐ Director, Employee Relations and Personnel

Signature of Principal or Department Supervisor

Date

Grievance Resolved: Yes ☐ No ☐ Appealed to Step 2: Yes ☐ No ☐

Signature of Certificated Employee and/or LEA Representative

Date

STEP 2

(Within 5 working days from receipt of response to Step 1)
File with Assoc. Supt. Human Resources

Date Received _____ Date Meeting Held (within 5 working days of receipt) _____

DISPOSITION BY ASSOCIATE SUPERINTENDENT HUMAN RESOURCES

(Within 5 working days after meeting)

Response _____

Copy to:

- ☐ Superintendent
- ☐ Associate Superintendent, Human Resources
- ☐ LEA
- ☐ Director, Employee Relations and Personnel

Signature of Associate Superintendent of Human Resources

Date

Grievance Resolved: Yes ☐ No ☐ Appealed to Step 3: Yes ☐ No ☐

Signature of Certificated Employee and/or LEA Representative

Date

STEP 3

(Within 5 working days from receipt of response to Step 2)
File with Supt. of Schools

Date Received _____ Date Meeting Held (within 5 working days of receipt) _____

DISPOSITION BY SUPERINTENDENT

(Within 5 working days after meeting)

Response _____

Copy to:

- ☐ Superintendent
- ☐ Associate Superintendent, Human Resources
- ☐ LEA
- ☐ Director, Employee Relations and Personnel

Superintendent's Signature

Date

Grievance Resolved: Yes ☐ No ☐ Appealed to Step 4 (see note below): Yes ☐ No ☐

Signature of Certificated Employee and/or LEA Representative

Date

Note: Claims of a violation of Board policy, State Statute, administrative directives or regulations which affect employees' work, shall be grievable through Step 3. Any such grievances which remain unresolved after Step 3 may be appealed to the Board of Education, which shall act in a timely fashion to arrange a hearing before the Board. Such claims are not arbitrable.

Other grievances may continue to Step 4.

Date Appealed to the Board _____ Hearing Date _____

Disposition by Board _____

STEP 4
REQUEST FOR ARBITRATION

(Submit request to Supt. of Schools within 10 working days of Step 3 response)

Date of Request _____ Date Received _____

Superintendent's Signature _____

Date _____

Date of receipt of decision by Superintendent _____

Superintendent's Signature _____ Date _____

Date of receipt of decision by the LEA President or designee (if represented by LEA) _____

President's Signature or designee (if represented by LEA) _____ Date _____

Attach disposition by arbitrator.

Thirty (30) calendar days after the receipt by the Superintendent and the LEA President (or designee)/Employee of the arbitrator's award, the decision of the arbitrator shall become final unless it has been specifically overturned by the Board of Education at an official meeting of the Board.

If Board action occurs, attach a copy of the Board minutes.

APPENDIX C

Pay Dates for 2021-2022

September 30, 2021
October 29, 2021
November 30, 2021
December 23, 2021

January 31, 2022
February 28, 2022
March 31, 2022
April 29, 2022

May 31, 2022
June 30, 2022
July 29, 2022
August 31, 2022

Appendix D Preliminary Variance Proposal

The purpose of this process is to enable sites to remove deterrents to school improvement. These deterrents may occur because of Nebraska Department of Education Regulations, School Board Policy, Administrative Regulations or the Professional Agreement. After determining that the obstacle or deterrent can't be overcome informally, sites shall prepare a proposal to secure a variance from whatever policy or contract provision is in the way. **In order to use this process a site must have a written description of the decision making plan for their building. The written site decision making plan shall be attached to this form.**

Complete the form by providing the information requested. You may attach more information if you believe you require more space. Please remember this is intended to provide a **brief overview** of your requested variance. Copies of the completed form should be submitted to the Assistant Superintendent for Human Resources (ASHR) and the LEA President. ProCom may identify concerns or additional questions regarding the proposal. They may also offer an opinion as to what would need to be in place for the variance to be approved. ProCom also has the authority to determine a variance of the nature requested is not possible. It should be noted that ProCom operates on a consensus basis and does not vote on issues. ProCom shall have the authority to establish a subcommittee for this purpose should they deem it necessary.

The site or group must complete the following form and submit it to ASHR and the LEA President. This form must be signed by the site administrator and the LEA Faculty Representative from the site submitting the proposal.

Date: _____

Building/Site: _____

Primary Contact Person(s): _____

1. Briefly identify the variance you believe is needed (Identify specific contract provisions, policies or regulations).

2. Briefly state why you believe this will lead to improved student learning.

3. Identify how staff at your site will be impacted by this variance.

4. Identify anticipated budget implications of this variance.

Note: For purposes of the variance process a site is defined as the building, multiple buildings, or sub-group of a building that would be affected by the variance. Agreement on who is affected must be reached by the administrator and the LEA Faculty Representative. ProCom shall have the authority to modify the decision of the Administrator and FR should they deem it necessary.

Signature _____
(Site Administrator)

Signature _____
(LEA Faculty Representative)

Formal Variance Form

This form shall be submitted only after ProCom has indicated the process may continue and when the site believes it has met all the criteria indicated. If the Professional Committee determines the basic requirements have been met, a ratification election will be authorized.

Directions: Your proposal shall address the following basic requirements:

1. Proposals are consistent with the belief statement (see Appendix A).
2. Proposals shall describe improvement to be implemented.
3. Sites must demonstrate that (external and internal) impacted groups have participated in developing the plan.
4. Sites must demonstrate that the community has been informed of the process and how to participate.
5. Proposals shall provide evidence of how student learning will be improved.
6. Proposals shall describe an evaluation/revision plan.
7. Proposals shall include a timeline identifying the duration of the variance. The evaluation and revision plan will be of primary importance in securing a renewal of the variance.
8. Proposals shall identify needed resources. Any budgetary impact shall be indicated.
9. Plans should be developed within existing resources when possible.
10. Plans shall identify any additional resources needed within the budgetary timelines identified by the LPS Board.
11. Plans shall identify timelines for implementation.
12. In the event the proposal requires a contract variance, the ratification guidelines must be met (See 1-5 below).
13. When appropriate, plans should address ways for staff to opt out of participation or secure a transfer to another site.

Contract Variance Ratification Guidelines

Before a ratification vote can be held, the Building Administrator and LEA Faculty Representative shall be in agreement that the plan has met all the concerns raised by ProCom and is ready for implementation if it is approved. Proceeding with a ratification vote is an acknowledgment by all concerned parties that they will abide by the outcome of the ballot. The Building Administration and Faculty Representative must be in agreement as to the group who participates in the ratification vote.

The scope of the electorate and the ballot language must be approved by ProCom prior to the ratification vote taking place. The ratification vote shall be conducted under the following procedures and guidelines:

1. Written proposal available to all staff 2 weeks prior to the ratification vote.
2. Secret ballot with a YES/NO vote prepared (Approved by ProCom).
3. If the proposal provides a way to opt out of participation, the variance must be approved by a vote of 50% plus one of personnel voting.
4. If the proposal does not provide a way to opt out of participation, the variance must be approved by a vote of 85% of the personnel voting.
5. Faculty Representatives and Principals will certify the results of the ratification vote and forward them to ProCom.

Proposals that fail to meet any of the criteria indicated on this form will be denied. Final approval of the plan comes from ProCom.



(Appendix A)

A Statement of Beliefs

In Lincoln we believe all decisions and actions should support students and their learning.


- ◆ Decisions about teaching and learning, and the conditions that support these, should be made by those closest to the students, classrooms, schools and community.
- ◆ School improvement is best sustained when all components of the school district are working together.
- ◆ Consensus through collaboration is the preferred process for making decisions.
- ◆ We are committed to the maintenance and enhancement of high quality public education for all students.

To these ends we are committed to:

- ◆ Creating a framework for shared decision making.
- ◆ Joint training and facilitation of building level teams making decisions which support students and their learning.
- ◆ Removal of barriers to school improvement.

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LINCOLN BOARD OF EDUCATION

5905 O Street • Lincoln, NE 68510

The Lincoln Public School District does not discriminate on the basis of race, color, national origin, religion, sex, marital status, sexual orientation, disability, age, genetic information, citizenship status or economic status in its programs, activities and employment.