

**NORFOLK PUBLIC SCHOOLS
NORFOLK, NEBRASKA**

**EMPLOYMENT AGREEMENT
NORFOLK PUBLIC SCHOOLS / NURSES
2019-2020**

This agreement is made and entered into between the Board of Education of Madison County School District #2 aka (Norfolk Public Schools) and the Certificated School Nurses. This agreement shall be effective as of August 1, 2019 and shall continue in effect until July 31, 2020. If a new and substitute agreement has not been duly entered into prior to July 31, 2019, the terms of this agreement shall continue in full force and effect until such substitute agreement is adopted, which shall then be fully retroactive to August 1, 2020. (Payroll, benefits, and other agreement changes will become effective with the start of a new school year specified on the official school calendar and with the September pay period annually.)

**Article I
Recognition**

The Board recognizes the School Nurses as a professional group and will work with them in developing an employment agreement.

**Article II
Salaries**

- A. Salary Schedule: The salary of each certified nurse covered by this agreement shall be determined by the salary schedule attached as Appendix A for 2019-2020.
- B. Salary Schedule Placement: The initial step placement of a newly hired employed shall be determined by the superintendent of schools or their designee in relation to experience. Placement of newly hired nurses may be given higher placement due to their qualification, but their placement will not exceed actual verified experience. Each new employee shall provide written verification of prior successful experience to the Superintendent or their designee prior to initial placement on the salary schedule. Only one (1) vertical step per year will be allowed. A maximum of one (1) horizontal step will be allowed per year upon completion of horizontal movement requirements.
- C. Staff members whose salaries are funded through state or federal grants will be paid the rate as established in the grant, not the salary stated in this agreement.

**Article III
Fringe Benefit**

The Nursing staff beginning service to the School District with the 2019-2020 contract years will be provided a fringe benefit package that is not subject to NPERS employer and employee contributions but is subject to applicable FICA taxes. Nurses will be provided the following options within their fringe benefit package:

- A. **ACCEPTABLE HEALTH CARE OPTION THROUGH NPS:** For the 2019-20 school years the School District shall provide the opportunity to enroll in self only and dependent health and dental insurance under the School District's group health and dental insurance provider for the 2019-2020 school year, the Educators Health Alliance (EHA) health and dental insurance Dual Choice PPO plan with Dental at - 80% A & B, and 50% C coverage at the premium cost established annually by the EHA for the 2019-2020 fiscal years. Premium rates for

the EHA plan will be in a 4-tier structure with the four tiers defined as follows: Employee (self-only), Employee/Child(ren), Employee/Spouse, and Employee/Spouse & Child(ren)

(1)Provision of Self-Only Health and Dental Insurance: For each 1.0 full-time-equivalency the Board will pay 100% the cost of the premium for the Employee (“self only”) HSA-Eligible coverage tier of the EHA plan type, described above for all Nursing Staff who elect to receive group health and dental insurance coverage from the school district, plus an annual “fringe benefit stipend” in the amount of the difference between the cost of the annual EHA “Employee” level health and dental insurance premium and the sum of \$10,028 for 2019-2020 which may be taken in whole or in part as cash or applied to the purchase of additional insurance through the School District’s Section 125 Plan.

A Nurse may elect to take the available lower deductible health and dental insurance coverage, and shall be responsible for payment of the difference in the cost of the insurance premiums between such coverage through a salary reduction agreement under the School District’s Section 125 Plan. Family (dependent) coverage under the group health and dental insurance plan for which the Nurse qualifies will be made available for those nurses wishing to purchase the additional insurance; a nurse may elect to take such family health and dental insurance coverage, and shall be responsible for payment of the difference in the cost of the insurance premiums between the HSA-Eligible deductible coverage and the family (dependent) coverage or lower deductible plan, as selected by the nurse through a salary reduction agreement under the School District’s Section 125 Plan. All costs of added family coverage will be paid by the nurse.

Benefits under this paragraph will be pro-rated for part-time Nursing Staff according to their respective full-time equivalency.

B.CASH-IN-LIEU OPTION: The Nursing staff shall be provided the following cash-in-lieu of option:

(1)Declination of Health Insurance Coverage and Cash-in-Lieu of Insurance Election: A Nurse may decline the School District provided Employee (“self only”) health and dental insurance and receive a cash-in-lieu of insurance stipend in the amount of \$10,028 (\$836.00 monthly) for 2019-2020 PROVIDED, that a Nurse shall not be allowed to decline Employee (self-only) tier group health and dental coverage unless said Nurse has filed with the business office on the form provided by the School District an agreement providing:

(a)For an individual disclaimer which certifies that said nurse is covered by alternate health insurance coverage which provides at least “Bronze Level’ health insurance coverage as defined under the Patient Protection and Affordable Health Care Act (PPACA); and,

(b)That should the nurse fail to obtain and maintain health insurance coverage as required by subparagraph (a) above at any time during the term of this Negotiated Agreement, and the School District incurs a penalty of any kind under the Patient Protection and Affordable Care Act, the Faculty Member shall be deemed to have permanently waived his/her rights to decline health insurance coverage and receive a cash stipend, and shall be required to enroll Employee “self-only” under the School District’s group health insurance coverage during the open enrollment period for such group plan for the ensuing contract year, and all subsequent contract years.

Article V IRS 125 Plan

Each nurse covered by this agreement shall have the option of participating in an IRS Section 125 Flexible Benefit Plan. The administration and participation costs of this benefit shall be paid for by the Board of Education. This fund shall be administered according to law.

**Article VI
Sick Leave**

The Norfolk Public School provides for the following sick leave plan for all full-time school nurses. At the beginning of the school year a sick leave benefit for personal illness for the employee or members of the immediate family (husband, wife, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchild, niece, nephew, aunt, and uncle) equivalent to ten (10) days on full pay shall be allowed for the nurse. This benefit shall be cumulative from year to year not to exceed forty (40) days use in any one year. Nurses absent because of a sickness may be requested to submit an acceptable doctor's certificate to the Central Office. School nurses considering elective surgery should plan the surgery for a time that will not interfere with their contractual duties. An employee shall notify the superintendent of schools of any planned absence under the sick leave procedure as soon as the employee knows such absence will occur. The date or approximate dates of the planned absence shall be communicated to the superintendent of schools as soon as they are reasonably available. The employee shall terminate leave taken under this procedure and return to work as soon as the illness or disability has sufficiently subsided so that it no longer jeopardizes the health or well being of the employee.

**Article VII
Bereavement Leave**

The Norfolk Public Schools provides the following bereavement leave procedures: All full-time employees are eligible for a bereavement leave of up to five (5) days for the funeral of a member of the immediate family. One (1) day of bereavement leave will be granted for the funeral of a friend or relative. Additional bereavement days may be requested for each occasion. Additional days may be allowed at the discretion of the superintendent.

The maximum number of bereavement leave days shall be no more than twelve (12) days in any one year. Bereavement leave is non-cumulative. If you are prevented from returning to work after your leave has expired, because of extenuating circumstances (such as weather), your pay will be docked an amount equal to the pay of a substitute nurse or the use of a personal day if one is available.

**Article VIII
Personal Day**

Each employee covered by this agreement will be allowed one (1) paid and **two (2) unpaid** personal leave days per year under the following conditions (staff members will be docked 1/193rd of the contracted amount):

- A. No reason will have to be given for the absence.
- B. Leave will be granted only if a properly qualified substitute can be hired to replace the staff member who wishes to take such leave.
- C. Leave without pay is non-cumulative.
- D. Request for Leave must be submitted in writing to the building principal at least five (5) calendar days in advance of the leave. The building principal and the Superintendent of Schools must approve this request.

**Article IX
Conditions of Employment**

- A. At-Will Employment: All nurses are at-will employees and have no property right to continued employment and may be terminated by either party, with or without cause or hearing, upon two (2) calendar week's notice or pay in lieu of notice.
- B. A 1.00 Full Time Equivalency is equal to 7.5 hours per day for 193 days per year.

**Article X
Grievance Procedure**

- A. Definition of Grievance: This grievance procedure shall apply only to employee grievances relating to the terms and conditions of employment under and covered by this negotiated agreement.
- B. Grievance Process: The Board and the Nurses both agree that it is usually most desirable for an employee and the immediate supervisor to resolve problems through free and informal communications. When requested by the nurse, a representative of the nurses may assist in this resolution at all levels. However, when the grievance remains unresolved, then the following process shall be followed:
 - a. The employee shall present the grievance in writing to their immediate supervisor. The immediate supervisor shall review the grievance with the employee within three (3) business days.
 - b. If not resolved, the employee may appeal the decision to the Superintendent. The Superintendent shall arrange for a meeting with the employee within five (5) business days of receipt of the complaint. The Superintendent shall have four (4) days from the date of the meeting to provide a written decision to the employee.
 - c. If the grievance is not resolved at that level, the employee may appeal the grievance in writing to the Board President. The Board President shall schedule a hearing on the grievance before the Board of Education no later than thirty (30) days from the request. The Board will have five days from the date of the hearing to notify, in writing, the grievant of the Board's decision.

**Article XI
SCIP Team Extra-Duty Compensation**

All members of the Junior and Senior High SCIP Teams (no more than 8 staff members per team) will be granted one (1) personal day per semester as a compensatory day to help make up for the extraordinary amount of time put in outside the normal school day. This additional personal day must be used during that semester and not in conjunction with other personal or professional days. The staff members must give a seven (7) day notice to the building principal to allow for adequate time to secure a substitute. (Please note: These personal days are an addition to the days already granted to all staff members in this Agreement.)

Appendix A

NORFOLK PUBLIC SCHOOLS						
School Nurses						
2019/2020 Year						
		Base Salary:		\$ 32,865		
Step	RN	RN+9	RN+18	RN+27	BSN	MSN
		College Hrs or 135 CEUs	College Hrs or 270 CEUs	College Hrs or 405 CEUs		
Step						
1	1.0000	1.0450	1.0900	1.1350	1.1800	1.2250
	\$ 32,865	\$ 34,344	\$ 35,823	\$ 37,302	\$ 38,781	\$ 40,260
2	1.0450	1.0900	1.1350	1.1800	1.2250	1.2700
	\$ 34,344	\$ 35,823	\$ 37,302	\$ 38,781	\$ 40,260	\$ 41,739
3	1.0900	1.1350	1.1800	1.2250	1.2700	1.3150
	\$ 35,823	\$ 37,302	\$ 38,781	\$ 40,260	\$ 41,739	\$ 43,217
4	1.1350	1.1800	1.2250	1.2700	1.3150	1.3600
	\$ 37,302	\$ 38,781	\$ 40,260	\$ 41,739	\$ 43,217	\$ 44,696
5	1.1800	1.2250	1.2700	1.3150	1.3600	1.4050
	\$ 38,781	\$ 40,260	\$ 41,739	\$ 43,217	\$ 44,696	\$ 46,175
6	1.2250	1.2700	1.3150	1.3600	1.4050	1.4500
	\$ 40,260	\$ 41,739	\$ 43,217	\$ 44,696	\$ 46,175	\$ 47,654
7	1.2700	1.3150	1.3600	1.4050	1.4500	1.4950
	\$ 41,739	\$ 43,217	\$ 44,696	\$ 46,175	\$ 47,654	\$ 49,133
8	1.3150	1.3600	1.4050	1.4500	1.4950	1.5400
	\$ 43,217	\$ 44,696	\$ 46,175	\$ 47,654	\$ 49,133	\$ 50,612
9	1.3600	1.4050	1.4500	1.4950	1.5400	1.5850
	\$ 44,696	\$ 46,175	\$ 47,654	\$ 49,133	\$ 50,612	\$ 52,091
10	1.4050	1.4500	1.4950	1.5400	1.5850	1.6300
	\$ 46,175	\$ 47,654	\$ 49,133	\$ 50,612	\$ 52,091	\$ 53,570