

**PLATTSMOUTH COMMUNITY SCHOOL DISTRICT  
AND  
PLATTSMOUTH EDUCATION ASSOCIATION  
NEGOTIATED AGREEMENT 2025-2026**

This Agreement made and entered into this 17<sup>th</sup> day of March, 2025, by and between the Board of Education of the Plattsmouth Community School District, hereinafter referred to as the “District,” and Plattsmouth Education Association, hereinafter referred to as the “PEA.” The PEA is the exclusive bargaining agent for non-supervisory certificated employees employed as teachers, registered nurses, guidance counselors, and school social workers, hereinafter referred to as “Teachers.”

This agreement shall be for a term of one year commencing August 1, 2025, and continuing thereafter until 12:00 midnight, July 31, 2026 and the existing agreement will continue until replaced by a successor agreement or as amended by a final order of the commission.

The parties have reached certain understanding, which they desire to confirm in this agreement. It is agreed as follows:

**1. EMPLOYMENT**

**Degree Status:** It is the policy of the District to employ only teachers who are certificated by the Nebraska Department of Education.

**Certification:** All instructional staff shall be employed under the provisions of the Nebraska School Laws and the regulations of the Plattsmouth Community School District. All teachers are expected to fulfill the requirements of the Nebraska Department of Education for certification renewal. It is expected that teachers will apply for the appropriate certificate for which they are eligible. A valid teaching certificate shall be on file in the office of the Superintendent of Schools for each certificated employee before any salary is paid.

**Salary Schedule Placement:** Newly hired teachers (as of Aug. 1, 2025 and after) will be placed on the salary schedule based upon their graduate hours, and upon their years of teaching experience as follows: For newly hired teachers with previous teaching experience, the District shall give credit for all years of actual experience in an accredited school system. Teachers with teaching experience from unapproved/unaccredited systems or experience outside the K-12 realm will be subject to review and approval by the District. In instances where the number of applicants for a position is in a shortage area, as defined by the Nebraska Department of Education, and the teacher will be assigned to teach the majority of their classes in the shortage area, as an FTE of 1.0 for a minimum of one year, the District may offer a one-time stipend of up to \$2500.

**2. INSTRUCTIONAL STAFF MEMBER WORK YEAR**

Regular teaching contracts shall be for 186 days.

**3. COMPENSATION**

**Base Salary:** The base salary for the term of the Agreement shall be an amount of \$38,400 which shall be paid as set forth in the salary schedule, a copy of which is attached hereto as Exhibit “A” 2025-2026 Salary Schedule and incorporated herein by express reference. Teachers at BA, Step 1 for the 2025-2026 school year shall be paid \$38,400 for the 2025-2026 school year.

Teachers will be placed on the 2025-2026 salary schedule (Exhibit “A”) as noted in the attached document identified as Exhibit “B” 2025-2026 Salary Schedule Placement, unless they complete coursework that

makes them eligible for horizontal movement. For the 2025-2026 Salary Schedule Placement, horizontal movement will be factored in after September 1, 2025.

**Extra Duty:** Extra duty compensation for the term of the Agreement shall be determined as set forth in the Extra Duty Schedule, a copy of which is attached hereto as Exhibit "C" 2025-2026 and incorporated herein by reference. \*Extra duty compensation will be guaranteed for the contract year should an extra duty activity be cancelled due to circumstances beyond the sponsors' control.

After completion of five (5) consecutive years in the same extra duty position, the sponsor shall receive an additional 0.5 % compensation for each subsequent year that he/she remains in the position from the 6<sup>th</sup> through the 10<sup>th</sup> years.

After completion of ten (10) consecutive years in the same extra duty position, the sponsor shall receive an additional 0.5 % compensation for each subsequent year that he/she remains in the position, starting with the 11<sup>th</sup> year.

Summer school teaching shall be paid at an hourly rate of \$30.00. Staff development, curriculum work, school improvement work, and technology services that are approved by agreement shall be paid at an hourly rate of \$30.00.

**Safety Committee:** The Plattsmouth Education Association shall participate and accept the establishment of a district safety committee as established by the Board of Education in Policy 3240 Safety. The committee shall include representatives that are members of the PEA. Safety committee members shall be paid at an hourly rate of \$30.00 while attending required committee meetings outside of contract hours.

**Stipend:** Full-time Speech-Language Pathologists (SLPs) who have successfully completed, received, and hold the American Speech-Language-Hearing Association (ASHA) certification and the Nebraska Department of Health and Human Services Speech-Language Pathologist License will receive an annual salary stipend of \$2000. Part-time SLPs covered by the Negotiated Agreement will receive stipends on a pro-rated basis determined by their FTE. The District will approve those candidates who qualify for reimbursement.

**Health Insurance:** The group health insurance policy maintained by the School District during the term of this Agreement, shall provide health and dental insurance as follows:

- a. Educators Health Alliance Blue Cross/Blue Shield full \$1200 deductible PPO employee, spouse, and child(ren) medical and employee dental PPO (100% A, 75% B, and with 50% C-option 2) coverage. An employee may have the option of dependent dental coverage by paying the difference in premium.

OR

- b. Educators Health Alliance Blue Cross/Blue Shield full \$1200 deductible PPO employee and spouse medical and employee dental PPO (100% A, 75% B, and with 50% C-option 2). An employee may have the option of dependent dental coverage by paying the difference in premium.

OR

- c. Educators Health Alliance Blue Cross/Blue Shield full \$1200 deductible PPO employee and child(ren) medical and employee dental PPO (100% A, 75% B, and with 50% C-option 2). An employee may have the option of dependent dental coverage by paying the difference in premium.

OR

- d. Educators Health Alliance Blue Cross/Blue Shield full \$1200 deductible PPO employee medical and employee dental PPO (100% A, 75% B, and with 50% C) coverage, plus \$150 per month in cash. An employee may have the option of dependent dental coverage by paying the difference in premium.

OR

- e. The value of the \$786.60 monthly in cash for teachers who choose that option in lieu of health insurance. Cash-in-lieu amounts will remain frozen and not increase from year to year.

\*Teachers opting for cash-in-lieu must provide the human resources manager with written evidence of current employee medical coverage by August 1 of each contract year. Cash-in-lieu identified in options “d” and “e” will no longer be offered to teachers that begin employment with PCS on or after August 1, 2018. Cash-in-lieu will also no longer be available to teachers that were receiving only cash-in-lieu (option e) during the 2017-2018 school year, then switched to District insurance coverage in future years, and want to return to cash-in-lieu. Teachers that were receiving District insurance coverage at the end of the 2017-2018 school year also may not switch to cash-in-lieu for future school years.

OR

- f. Educators Health Alliance Blue Cross/Blue Shield \$3,800 High Deductible Health Plan. 100% of premium savings for employees that elect the \$3,800 High Deductible Health Plan will be deposited into the employee’s Health Savings Account (HSA). Teachers that choose this option, yet leave the district or change back to the \$1200 deductible plan on or after Jan. 1 of the following year, shall be billed for the HSA credit for the pro-rated portion of the year remaining on the current contract that has already been deposited in the teachers’ health savings accounts.

A Benefit Table is attached hereto as Exhibit “D” and incorporated herein by reference. The School District has adopted a Section 125 Plan Document that allows teachers to participate on a voluntary basis in a Medical Reimbursement or Dependent Care salary reduction program.

**Life Insurance:** The District shall maintain a \$20,000 life insurance policy for the 2025-2026 school years so long as the premium rate does not exceed \$6.00 per month per teacher. Should the premium rate change the District will consult with the PEA prior to making any changes.

The District utilizes provisions of Section 125 of the Internal Revenue Code for pre-taxing insurance premium amounts for its health and welfare plans. As members of the employer-sponsored tax-sheltered benefits plans, employees decrease their taxable income by the amount of their eligible contributions towards these plans. Participation in the Section 125 plans is automatic at the time of enrollment. The District will pay the premium for health insurance of eligible employees.

**Long-term Disability Insurance:** The District shall maintain long-term disability insurance for District teachers for the 2025-2026 school years so long as the rate does not exceed \$0.0064 times the teacher’s combined annual salary and health insurance premium. Should the premium rate change the District will consult with the PEA prior to making any changes.

#### 4. SALARY SCHEDULE ADVANCEMENT

**Horizontal Advancement:** All college hours used for horizontal advancement on the schedule must be graduate hours with the exception of hours toward an endorsement for which the teacher’s direct supervisor has confirmed in writing is related to courses that the teacher will be teaching in the current and/or subsequent school year OR will enable the teacher to make progress toward the 18-hour content

area requirement that is necessary for the teacher to be the teacher of record for dual-credit coursework. In order for graduate hours beyond the BA + 9 step to be counted for advancement, they must be in a program leading to a graduate degree. A copy of the program and a letter of acceptance into the program must be furnished to the Superintendent. Horizontal movement beyond MA column on the salary schedule shall be allowed only for hours that are part of an approved course of study in a teacher's discipline area, directly related to instructional improvement, or approved in advance by the Superintendent. Graduate hours after the Master's Degree leading to the MA + 9 step must be completed after the Master's Degree has been awarded. Hours earned beyond MA + 36 must have been earned after January 1, 1994.

In order for a staff member to move horizontally on the salary schedule, the horizontal movement form, a copy of the graduate degree program, and a letter of acceptance into the program must be received at the Office of the Superintendent, prior to enrollment in the course. In order to move horizontally on the salary schedule, by September 1 of the year for which movement is requested, evidence from the college followed by an official college transcript as soon as possible showing successful completion of the identified course(s) must be provided to the Office of the Superintendent. A grade of "C" or higher must be received in order to be eligible for horizontal movement. Horizontal movement will only be allowed relative to courses for which the issuing college/university will allow advancement in their own programs.

**Credit for Attendance at Approved Conferences:** In the case of teachers attending conferences which allow or permit the award of college graduate credit, such credit may be considered for purposes of horizontal advancement on the salary schedule only upon the following express conditions: (1) the teacher pays any cost or expense associated with the granting of credit hours; (2) the teacher successfully completes the conference and/or any related course of study; and (3) the superintendent in his/her sole discretion and in advance of enrollment in the conference, reviews the nature and extent of the conference, the number of credit hours to be granted and, expressly approves, in writing, the use of such credit, if obtained for purposes of horizontal advancement on the salary schedule. The determination of the Superintendent shall be final and non-grievable.

**Vertical Advancement:** No vertical advancement will be allowed during any year unless the teacher shall receive an overall performance evaluation for the year of at least satisfactory. Continuing teachers shall be allowed no more than one vertical step in advancement on the schedule during any one-contract year regardless of length of service with the District.

**District Initiated Courses:** If the District requires, in writing, a teacher to take a course whether the course be undergraduate or graduate, the District will pay for the tuition and fees associated with such course. This course will allow for movement on the salary schedule if it meets the stipulations of Section 4 of this agreement or agreed to by the Superintendent prior to enrollment in the course. The use of this provision must be recommended by the Superintendent and agreed to by both the teacher and the Board in advance of enrollment in the course. The teacher will be reimbursed for tuition and fees upon successful completion of the course with a grade of C or above.

## 5. PART-TIME TEACHERS

Part-time teachers will be offered all consideration granted in the Negotiated Agreement except as amended in this section, including:

- A. Initial placement on the salary schedule will be determined by the hours earned in a Bachelor's or Master's program and years of experience as specified elsewhere in this contract.
- B. Horizontal movement (accommodation for degree level and hours beyond the degree) will be granted on the first day of the contract year as specified elsewhere in this contract.

- C. Leave and accumulation will be the same number of days provided to full time teachers, provided that such leave and accumulation shall be measured in duty days at the individual teacher's full-time equivalency e.g. for example ten (10) sick days at .5 FTE per day.

Salary will be determined on a pro-rata basis (FTE X Step index X Base Salary.) All teachers will be eligible for the District's insurance policies (health, dental, LTD, Life, etc.) The District's contribution to health and dental insurance will be on a pro-rata basis.

6. **PAYDAY**

Teacher's annual salary shall be paid in twelve (12) monthly payments on or before the 18<sup>th</sup> day of each calendar month beginning on September 18. Teachers new to the District may choose to be paid in thirteen (13) monthly payments on or before the 18<sup>th</sup> day of each calendar month beginning on August 18.

7. **PERIOD OF EMPLOYMENT**

A regular period of employment along with a school calendar will be designated by the District and will be given to each teacher at the time contracts are issued.

It is understood and agreed that the daily work schedule of instructional staff members shall be determined by the District. The workday may be varied as necessary by the District to meet the District's requirements. The normal workday shall consist of eight and one-fourth (8¼) hours and normally will be from 7:30 a.m. to 3:45 p.m. Staff members will confer with their principal for a variance from the normal schedule. On days when school is dismissed because of inclement weather or other emergencies or on days immediately preceding scheduled holidays, the instructional staff member's day may end 10 minutes after the end of the pupil's school day.

**Faculty Workshops:** Monthly Faculty Workshops can be utilized for certificated staff members covered by the negotiated agreement to address, review, and work on the building School Improvement Goal, including but not limited to, curriculum development, instructional strategies, and webinars. Faculty Workshops are separate from staff meetings and are not used to replace them. The head building principal or principal's designee may still have a monthly staff meeting, if the administrator deems it is necessary. If a Faculty Workshop is held outside of contract hours and without compensation, the head building principal or principal's designee will release staff members at 2:45 p.m. on the following Friday or provide time compensation on another day or time within one week of the workshop. Specified time for a faculty workshop shall not exceed one hour.

8. **RELEASE FROM CONTRACT**

Release from a contract shall be dependent upon the ability of the District to secure a suitable replacement. A release should not be expected on less than a 30-day written request. Releases from contracts are matters handled exclusively by the Board of Education.

9. **LEAVE**

**Sick Leave Policy:** Leave of one day per month (August to May) will be granted to all teachers. One additional day of leave shall be credited as of the first day of each month. Sick leave shall be cumulative up to a maximum of fifty (50).

Furthermore, a teacher may borrow unearned sick leave up to a total of 10 days for the school year. Any sick leave used that has not been earned will be deducted from the teacher's paycheck, prior to leaving at the end of the contract.

Sick leave days accumulation beyond 50 days shall be forfeited effective upon completion of the last day of the school year. A teacher may use sick leave in the case of illness of members of the immediate family. Immediate family will be defined to be: wife, husband, father, mother, brother, sister, son,

daughter, other minor child in custody, grandparents, grandchild, aunt, uncle, mother-in-law, and father-in-law.

**Exchange of Sick Leave for Personal Leave:**

Certified staff members have the option to exchange two accumulated sick leave days in order to gain one additional day of personal leave. In order to qualify for the exchange process, the following criteria must be met:

1. Staff members must have depleted all of their current personal leave days.
2. After completion of five (5) consecutive years of service as certified staff members of the district that are covered by the negotiated agreement, said employees may make one (1) such exchange during a contract year. The newly converted days may be used beginning with the sixth year of service.
3. After completion of ten (10) consecutive years of service as certified staff members of the district that are covered by the negotiated agreement, said employees may make two (2) such exchanges during a contract year. The newly converted days may be used beginning with the eleventh year of service.
4. Personal leave days gained through the exchange process must be used during the contract year in which the exchange takes place and are not eligible for personal leave attendance incentive compensation.
5. Approval is subject to a minimum, 30-day advance notice.

**Sick Leave Bank:** Any staff member subject to the negotiated agreement of the Plattsmouth Community School District may belong to the sick leave bank if he/she agrees to donate one full day of his/her annual sick leave to the bank each year that he/she wishes to participate in the plan. The day donated to the bank may not be withdrawn if the member decides to withdraw from the plan at a later date. Membership will only be taken prior to September 1<sup>st</sup> for staff who are employed for the entire school-year or by January 15 for staff who are employed starting at mid-year.

The PEA agrees to provide the Administration Center with a list of those members of the teaching staff who agree to donate one day of their annual sick leave to the Sick Leave Bank. This list will be made available on September 1<sup>st</sup> of the contract year for full year employees and by January 15 for mid-year employees. The Administration Center agrees to be responsible for the bookkeeping.

Any member who has contributed to the plan in the current contract year may draw out days of sick leave only after he/she has expended the sum of his/her annual and accumulated sick leave and personal days. Total days that can be accumulated in this bank are not to exceed 500. Days of sick leave granted by Sick Leave Bank are intended to be used only in case of personal illness or injury of the certificated employee, or illness or injury of the spouse, child, or parent of the certified employee. Sick Leave Bank benefits, in the case of personal illness or injury of the certified employee, shall automatically cease upon the teacher becoming eligible for benefits under the long-term disability policy, workman's compensation or any other insurance or plan maintained by the District and only after the member has exhausted all accumulated sick leave and personal days. In the case of personal illness or injury to the spouse, child, or parent of the certified employee, the use of annual Sick Leave and Sick Leave Bank benefits shall not exceed 50 working days per school year or 25 working days for mid-year employed staff; the 50, or 25, working days includes sick leave and personal days used by the employee. To qualify for the Sick Leave Bank, the teacher shall present to the PEA a certificate from a physician acceptable to the PEA, setting forth the nature and extent of the illness or injury and stating that the employee is medically unable to work.

When any participating member has used the entire amount of his/her annual and accumulated sick leave and personal days, application may be made to the Executive Council of the PEA requesting additional

days of sick leave. Valid applications for additional sick leave will be considered by the Executive Council and if granted a withdrawal will be made from the Sick Leave Bank in the amount requested whenever possible. When a member applies to the bank two (2) consecutive years, his/her application must be accompanied by a personal appearance before the Executive Council. Final approval will be determined by the Executive Council. Withdrawals are not limited to the number of days deposited by the member applying for the additional sick leave, but are based on the number of days requested. Maternal post-partum and/or newborn leave will qualify as part of sick leave bank usage only if a physician confirms that the person(s) is not physically and/or medically able to perform normal job duties.

Payout to eligible participants for the sick leave bank will occur on a quarterly basis. Submissions for reimbursement from the sick leave bank must be submitted to the PEA president by the first day of the month in which the payroll adjustment will occur (October 1, January 1, April 1 and July 1) and provided to the district no later than the 10th of the month, for processing in the certified payroll on the 20<sup>th</sup> of the month. Payroll adjustments will be made on the October, January, April and July paychecks. The district agrees to honor days of sick leave granted by the PEA Executive Council in an amount not to exceed the total number of days donated by the members of the sick leave bank.

Certified staff members working beyond the regular 186-day contract will be excluded from the provisions of the Sick Leave Bank during their extended contract period.

**Bereavement Leave:** The District shall grant a maximum of ten (10) days of bereavement leave annually. A teacher may use three (3) paid, funeral leave days per death of a family member. An additional two (2) days per death, if necessary, may be taken from available sick leave. Funeral-leave days may not be used in less than one-half day increments. Members of the family are defined to be: wife, husband, son, daughter, father, mother, father-in-law, mother-in-law, aunt, uncle, aunt-in-law, uncle-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, niece, nephew, grandchild, first cousin or anyone for whom the employee has financial responsibility.

**Personal Leave:** Two (2) days personal leave will be granted per year, for teachers that have less than ten years of teaching experience with the Plattsburgh Community Schools, unquestioned, provided that they are scheduled with the principal five days in advance and not more than two teachers per building request leave on the same day unless adequate substitutes can be obtained. Three (3) days personal leave will be granted per year for teachers with ten (10) years or more of teaching experience with the Plattsburgh Community Schools, unquestioned, provided that they are scheduled with the principal five days in advance and not more than two teachers per building request leave on the same day unless adequate substitutes can be obtained. The date used for calculating personal days will be Dec. 31 of each year. No personal leave will be allowed during in-service workdays without the approval of the superintendent, in addition to the approval of the building principal.

**Personal Leave Attendance Incentive:** Teachers who do not use available personal leave shall be eligible to receive compensation for the unused leave as follows:

A teacher who has unused personal leave days remaining at the end of the school year shall receive \$25 per half day (\$50 per day) with a three-day maximum provision.

Amounts payable pursuant to the foregoing shall be computed as soon as is reasonably possible following the end of the school year and shall be payable to the teacher no later than the regular payroll date next following the date on which such amounts are determined.

**Association Leave:** Members of the PEA, collectively shall be entitled to up to an aggregate total of eight days of leave without loss of pay in order to conduct business related to the PEA. The PEA shall advise

the Administration in writing of the names of each person who will be using the PEA Leave, the date on which the leave will be taken, and the length of time the person will be absent from assigned duties. Except for extraordinary circumstances beyond the reasonable control of the PEA, such notification will be given at least one week in advance of the proposed date of absence. Approval of proposed leave shall be subject to availability of substitutes.

**Extended Leave:** Certified personnel may be eligible for extended leave for one full school year without pay upon written application to the Superintendent. The Superintendent must receive the written application by March 1. This extended leave is subject to Board approval. Certified personnel are eligible to apply for extended leave after they have completed four years of successful teaching experience within the District. Extended leave requests will be considered on a first come, first serve basis to an annual maximum of three certified personnel. An employee returning from an extended leave will be assigned to the former position if it is deemed to be in the best interest of students, or they will receive another assignment. Requests will be granted only if an adequate replacement can be obtained for a period of one contract year. A certified staff member on extended leave must notify the Superintendent by March 1 if they plan to return to the District. Extended leave cannot be utilized for gainful employment and will only be approved for the purpose stated on the application. The existing position on the salary schedule and prior accumulated sick leave will be retained by the employee when they return to the District. Medical, dental, and life insurance programs provided by the District may be continued during the extended leave at the expense of the person requesting the leave and within the guidelines of the insurance company.

**Activity Leave:** Certified employees covered by this agreement shall be eligible for up to 24 hours of activity leave to attend a PCS-sponsored activity in which a son or daughter, or a student for whom the employee is a guardian or holds power of attorney, participates as a PCS student. These days will be taken from the individual employee's accumulated sick leave. The days utilized to attend a PCS school-sponsored activity cannot be drawn from the Sick Leave Bank for the school calendar year in which the activity leave occurs. Employees may be asked to work at the event if needed. In the event there is not coverage for the number of requests on a particular day, priority for activity leave will be based on the order in which the requests were submitted, with priority given to the earliest submission date(s). This leave shall be scheduled no less than 5 days in advance and not more than 2 teachers per building request leave on the same day/same time. No activity leave will be allowed during in-service workdays without the approval of the Superintendent, in addition to the approval of the Building Administrator. Activity leave must be used in four-hour increments. Additionally, employees that have exhausted their available sick leave due to illness or activity leave shall not be able to access the sick leave bank, except for the purpose of a long-term or catastrophic illness or a serious health issue that has been confirmed in writing by a licensed physician.

10. **PROFESSIONAL DEVELOPMENT**

It is the desire of the District that all certified employees take part in a continuous program of professional development. Such programs will involve creating professional materials, participation on various professional committees and activities, supervision of student teachers, professional travel, attendance at workshops and conferences, research projects, and attendance in advanced academic class work.

11. **TUITION REIMBURSEMENT**

An annual cumulative amount shall be negotiated each contract year for the purpose of tuition reimbursement. The amount shall not exceed \$12,000 cumulatively for the 2025-2026 school year. Should the amount of requests for reimbursement exceed \$12,000, money shall be granted to teachers on a first come, first served basis using the date of application for participation in the program rather than

the date of completion. Should requests for reimbursement be less than \$12,000, the remaining funds shall not be carried over from year to year.

The Board of Education shall adopt a tuition reimbursement policy and establish implementation procedures defining eligibility criteria, selection criteria, reimbursement procedures, and other implementation guidance.

12. **POSTING VACANCIES**

The District will provide a District email notice to staff of vacancies and all new teaching positions occurring in the District and will post vacancies in the administrative office of each building. PEA may post vacancies in other conspicuous places so long as they are removed by PEA in a timely manner.

13. **403(b) PLANS**

The District will cooperate with certificated staff members who choose to participate in an investment program under a Internal Revenue Code Section 403(b) provided that the certificated employee executes a “Salary Reduction Agreement” provided by the District, and the vendor of the 403(b) Plan elected by the certificated staff member is on the District’s list of approved vendors and has entered in to a “Service Provider Agreement” with the District holding the District harmless from any liability that may arise out of such 403(b) Plan, including, but not limited to, tax reporting, notices and income withholding.

14. **WORKER’S COMPENSATION**

All certified personnel shall be covered by worker’s compensation and individual liability insurance by the District.

15. **EXTENDED CONTRACTS**

Days of extended contract compensation will be determined by dividing the salary schedule compensation by the number of contracted days (186). The salary schedule compensation does not include compensation for extra duty assignments. The District has the discretion and authority to annually add or delete days of extended contract.

16. **TEACHER SUBSTITUTING**

**Secondary Teacher Substitute Pay:** Teachers who are designated by their principal to substitute for another teacher during their scheduled planning period will be compensated at a rate of \$30.00 per hour, calculated on 15-minute increments, when used as a substitute.

**Elementary Teachers Substitute Pay:** Elementary teachers who are required to substitute in physical education, music, or library shall be compensated at the rate of \$30.00 per hour, calculated on 15-minute increments. In the event that pod teachers take additional students for the school day because of a shortage of substitute teachers, the amount of daily substitute compensation will be divided equally among the teachers who take responsibility for the absent teacher’s students. The teachers in that pod will be involved with the principal in making the decision as to the distribution of students.

17. **PLANNING TIME**

**High School:** High School teacher shall have a maximum of six assigned teaching periods and one additional student contact period; or shall have a maximum of seven teaching periods upon mutual agreement of the teacher and principal.

**Middle School:** The District will provide middle school teachers a block of planning time of a minimum of forty consecutive minutes. If a problem occurs in the administration of this planning time, the topic will be reopened; whereupon, a committee of three PEA representatives, an administrator, and two board members will meet to study the issue.

**Elementary School:** The District will provide elementary school teachers a block of planning time of a minimum of forty consecutive minutes. If a problem occurs in the administration of this planning time, the topic will be reopened; whereupon, a committee of three PEA representatives, an administrator, and two board members will meet to study the issue.

18. **PEA ADVISORY MEETINGS**

It is agreed that representatives of the administration and of the PEA shall meet, at the request of either party, at such times as may be mutually agreeable to both parties to discuss administration of this contract and/or issues of mutual concern. Meetings shall be held at the Office of the Superintendent of Schools or other locations agreeable to both parties. Representatives of the administration and of the PEA shall attend the meetings. The meetings shall not become a means of bypassing traditional problem-solving, but rather an opportunity to proactively improve the learning environment of the Plattsburgh Community School District.

19. **GRIEVANCE PROCEDURE**

**Definition:** A grievance is a violation or an alleged violation of a provision of this negotiated agreement.

**Procedure:**

A. If a teacher believes they have a grievance, they shall first discuss the matter with the principal in an effort to resolve it. If they choose, they may have a representative of the PEA or anyone else they choose present at this discussion.

B. Fourteen calendar days after the alleged infraction is made, a written grievance will be filed with the principal. The principal will have ten calendar days to respond in writing.

C. If the principal's response is not satisfactory, the person filing the grievance will then have seven calendar days to file a written report with the superintendent. The superintendent will respond within 14 calendar days in writing.

D. If the superintendent's response is not satisfactory, the person filing the grievance will then have ten calendar days to file the grievance with the Board of Education. The Board of Education will schedule a hearing before the Board at their next regularly scheduled meeting providing the grievance is filed ten calendar days prior to the meeting. If it is filed less than ten calendar days prior to the meeting, the hearing can be deferred until the next regularly scheduled meeting.

20. **USE OF SCHOOL PROPERTY**

The PEA shall be allowed to make reasonable use of the District's communication system, including teacher mailboxes, intercom, teacher's bulletins and email. Such use shall not cause an interruption of the educational program of the school.

22. **SEVERABILITY**

In the event that any provision of this Agreement, or any part thereof, is for any reason found by a court of competent jurisdiction to be in violation of State or Federal Constitutions, statutes, or regulations, or otherwise unenforceable, the remainder of this Agreement, and each other provision a part thereof, shall be and remain in full force and effect.

23. **COMPLETE UNDERSTANDING**

The parties acknowledge that during the term of negotiations, which have resulted in this agreement, they and each of them have had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining; that all of the understandings and agreements arrived at thereby are set forth in this agreement and that it shall be and

constitute the entire agreement between the parties for the period herein stated and shall not be altered, amended, supplemented, deleted, enlarged or modified except through the mutual agreement set forth in writing, and signed by the parties hereto.

24. **RESERVATION OF RIGHTS**

The District, except as is expressly provided in this agreement, reserves exclusively unto itself all rights, powers, discretion, authorities and prerogatives vested in it whether exercised or not; nothing herein shall be construed in any way as constituting an implied deletion or waiver of any such rights, powers, discretion, authorities or prerogatives.

**Plattsmouth Education PEA**

**Plattsmouth Community School District**

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PEA President	Date
Leigh LaRosa	

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BOE President	Date
Brian Harvey	

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PEA Head Negotiator	Date
Matthew Timm	

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BOE Head Negotiator	Date
Tony Foster	