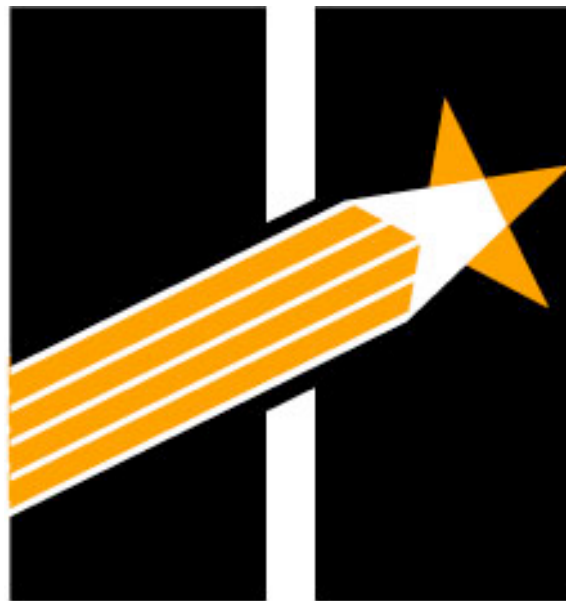


HASTINGS BOARD OF EDUCATION  
AND  
HASTINGS EDUCATION ASSOCIATION

## MASTER AGREEMENT

2018-2019



HASTINGS  
PUBLIC SCHOOLS

Assuring the essential.  
Expanding the possible.

Our collective and fundamental purpose is to assure all students acquire the knowledge, skills, and behaviors essential to be successful individuals and responsible citizens.

HASTINGS PUBLIC SCHOOLS  
HASTINGS, NEBRASKA

## **PREAMBLE**

This Agreement is entered into by and between Adams County School District No. 18 and the Hastings Education Association, affiliated with the Nebraska State Education Association and the National Education Association with regard to wages and benefits for the 2018-2019-contract year.

WHEREAS, the Association has been certified as the bargaining representative for the employees in the bargaining unit set forth in Article I of this Agreement;

WHEREAS, the Board and the Association have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the Board and the Association, insofar as such practices and procedures are appropriate to the obligations of the Board to retain the right to effectively operate the District's schools and are consonant with the paramount interests of the citizens and the students of the District;

WHEREAS, the Board and the Association recognize that providing a quality education program for the children enrolled in the Hastings Public Schools is highly desirable and that an agreement between the parties is useful in maintaining a productive learning climate;

NOW, THEREFORE, the Board and the Association enter into this Agreement with mutual dedication, recognizing that meeting the needs of all of the District's students will require the expertise, creativity, and sound judgment of every person involved in the educational process.

## **ARTICLE 1 RECOGNITION AND DEFINITION**

Section 1.1 - Bargaining Unit Defined: The Board recognizes the Hastings Education Association as the certified exclusive and sole bargaining representative for all non-supervisory, certificated employees of the District, provided that the Association retains its rights to conduct collective negotiations on behalf of its members in accordance with Nebraska statutes.

Included in the bargaining unit are all full-time and regular part-time, non-supervisory, certificated employees hired and assigned by the Board.

Excluded from the bargaining unit are all classified employees; occupational therapists; physical therapists; District administrators; administrative assistants; principals; assistant principals; and all other administrative employees.

Section 1.2 - Benefits for Part-Time Employees: Part-time employees covered by this Agreement shall be provided the same benefits available to full-time employees on a pro-rated basis. Employees who work less than .40 FTE, however, are not eligible for health or dental insurance or cash benefits.

### Section 1.3 - Definitions:

- a. The terms "Board" and "employer," as used in this Agreement, shall mean the Board of Education of Adams County School District No. 18 or its duly authorized representatives.
- b. The term "employee," as used in this Agreement, shall mean the employees included in the bargaining unit set forth in Section 1.1 above.
- c. The term "Association," as used in this Agreement, shall mean the Hastings Education Association or its duly authorized representatives or agents.
- d. The term "contract year," as used in this Agreement, shall mean that period beginning September 1<sup>st</sup> and continuing through August 31<sup>st</sup> of each fiscal year.

## **ARTICLE 2 EXERCISE OF BOARD RIGHTS**

Section 2.1 - Exercise of Board Rights: It is recognized that the Board normally exercises most of its responsibilities and rights through the Superintendent and/or other members of the administrative staff. The exercise of the foregoing rights and responsibilities shall not be in conflict with the specific and express terms of this Agreement.

## **ARTICLE 3 ASSOCIATION/BOARD RELATIONS**

Section 3.1 - Use of Rooms for Association Meetings: The Association may, by pre-arrangement with the building principal, use school facilities for Association meetings. Such meetings shall be held at reasonable hours and will not interfere with or interrupt normal school operations. If the use of school facilities results in additional custodial, maintenance, or utility costs, the Association will reimburse the District for such service in accordance with the established fee schedule.

Section 3.2 - Use of School Equipment: The Association may, with permission of the building principal, use typewriters, computers, duplicating machines, audio-visual equipment, and standard office equipment, provided that the Association reimburses the District for the expendable supplies consumed during such use and any other established fees for use of equipment.

Section 3.3 - Communications: The Association may make reasonable use of the District's communication system, including, but not limited to, the interschool mail system and access to employees' mailboxes, provided that such use neither interferes with nor interrupts normal school operations. The privileges granted by this Section shall not apply to notices or materials of a derogatory or partisan political nature.

Section 3.4 - Association Business on School Premises: Duly authorized representatives of the Association shall be permitted access to school property for the purpose of conducting Association business during school hours if they first obtain permission to do so from the principal, provided, however, that the conduct of such business does not interfere with or interrupt the employee's performance of duties or normal school operations.

## **ARTICLE 4 GRIEVANCE PROCEDURE**

Section 4.1 - Definition of Grievance: For the purposes of this Agreement, the term "grievance" shall mean a dispute or difference of opinion raised by an employee against the Board involving the meaning, interpretation, or application of the express provisions of this Agreement.

Section 4.2 - Grievance Procedure:

Level 1: The parties agree that a bona fide effort shall be made to resolve a grievance informally before it is put in writing. To this end, any employee who has a grievance shall submit it orally to his/her principal or other administrator designated for this purpose within fifteen (15) school days after the employee had knowledge, or should have had knowledge, of the first occurrence of the event giving rise to the grievance.

The principal or other administrator designated for this purpose shall give his/her response within five (5) school days after presentation of the oral grievance.

Level 2: If the grievance is not resolved at Level 1 and the employee wishes to appeal the grievance to Level 2, the employee shall submit the grievance in writing to his/her principal or other administrator designated for this purpose within five (5) school days of the response presented at Level 1.

The grievance shall set forth in detail all the relevant facts on which it is based, the provision(s) of the Agreement that are allegedly violated, and the relief requested.

The principal or other administrator designated for this purpose shall give his/her written response within five (5) school days after receipt of the written grievance.

Level 3: If the grievance is not settled at Level 2 and the employee wishes to appeal the grievance to Level 3, it shall be referred in writing and signed by the aggrieved employee and forwarded to the Superintendent of Schools or designee within five (5) school days after the receipt of the response at Level 2.

The Superintendent or designee shall discuss the grievance with the aggrieved employee within ten (10) school days after the receipt of the written appeal to Level 3. If no settlement is reached through such discussion, the Superintendent or designee shall send his/her written response to the employee and the employee's immediate supervisor within five (5) school days following such meeting.

Level 4: If the grievance is not settled at Level 3 and the employee wishes to appeal the grievance to Level 4, it shall be referred in writing and signed by the aggrieved employee and forwarded to the Board of Education within ten (10) school days after the receipt of the response at Level 4.

Within twenty (20) school days of the receipt of the grievance, the Board of Education, either through the Executive Committee or as a full Board, shall meet with the aggrieved employee to resolve the grievance. Within ten (10) school days following the meeting with the aggrieved employee, the decision of the full Board of Education shall be rendered in writing to the aggrieved employee.

Section 4.3 - Time Limits: Failure at any level of this grievance procedure to appeal a grievance to the next level within the specified time limits will be considered to be acceptance of the decision rendered at the preceding level. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits will permit the aggrieved party to proceed to the next level. The parties may, by mutual agreement, in writing, eliminate any level as outlined above in Section 4.2 and/or extend any of the time limits set forth in this article. For purposes of this article, the term "school day" shall mean any day on which employees are scheduled to work.

In the event a grievance is filed at such time that it cannot be processed through all levels of this grievance procedure by the end of the school year, the parties shall meet for the purpose of agreeing upon reduction of time limits set forth herein so that the grievance procedures may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

Section 4.4 - Withdrawal of Grievance: The aggrieved party may withdraw his/her grievance at any time during the procedure without prejudice.

Section 4.5 - Separate Grievance File: Grievances, responses to grievances, and appeals shall not be placed in the personnel files of any of the participants.

Section 4.6 - No Reprisals: No reprisals shall be taken by the Board or any member of the administration against any aggrieved employee, any representative of the aggrieved employee, or any other participant in the grievance procedure.

Section 4.7 - Rights of Employees to Representation: Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself and, at his/her option, by a representative selected or approved by the Association. It is further recognized that any adjustment reached without a representative of the Association present shall be without prejudice to the Association.

## **ARTICLE 5 SALARIES**

Section 5.1 - Salary Schedule: The salary of each employee covered by this Agreement shall be determined according to a salary schedule. The total package shall include all dollars provided for salaries; equity payments; health, dental, and long-term disability insurance benefits; social security; and the Board's share of retirement contributions.

Section 5.2 - Base Salary:

a. Salary Schedule

The salary of each teacher covered by this Agreement for the 2018-2019 contract year shall be determined by the following described salary schedules:

1. 2018-2019 Salary Schedule: See Appendix A attached hereto.

b. Base Salary

1. 2018-2019 Contract Year: The base salary for the 2018-2019-contract year shall be \$34,150.

Section 5.3 - Horizontal Movement:

- a. Eligibility: Employees covered by this Agreement will be eligible for horizontal movement on the salary schedule if they have successfully completed graduate course hours related to their job assignment. Prior to the registration for such course work, teachers must have received written approval from the Superintendent of Schools or designee. Such graduate hours must have been

earned after the date on which the most recent degree was conferred. Horizontal movement is not limited to one step per year.

b. Exceptions: Employees covered by this Agreement will be given credit for other than graduate hours under the following circumstances:

1. A maximum of six (6) undergraduate hours may be accepted for credit on the salary schedule, provided that prior written approval has been received from the Superintendent of Schools or designee.
2. Credits from a two-year vocational technical community college may be accepted if the Superintendent or designee deems them to be related to the teacher's teaching assignment and if they meet the guidelines outlined in #1 above.

Such credit should be for no more than one-third of the credit issued by the lower institution. Credits should first be converted to semester hours and then discounted at a rate of one credit on the salary schedule for each three hours of credit from the teacher's college. An example would be: 9 quarter hours = 6 semester hours, divided by 3 = 2 credit hours on the salary schedule. If the hours from the community college are granted academic transfer credit by a four-year college, these hours shall be credited in the same manner as any other hours granted by the four-year college.

Any hours earned from a vocational technical college would be included in the maximum of six hours of undergraduate courses as outlined above.

3. Other training opportunities may be considered for horizontal movement on the salary schedule, provided these experiences are related to the job assignment and have received prior written approval of the Superintendent or designee. Teachers teaching graduate-level classes may be given credit for these teaching experiences the first time the class is offered if they have been given prior written approval by the Superintendent or his/her designee.

c. Deadlines: Employees earning approved hours to qualify for horizontal movement on the salary schedule must notify the Superintendent of Schools or designee, in writing, on or before August 1 of the year in which they expect to advance.

Such credit must be completed by September 1 and verification of credit shall be by official transcript. Under certain circumstances, official grade slips/reports will be accepted until September 1, provided an official transcript is submitted to the Superintendent's Office no later than November 1. The Superintendent may extend the deadline beyond November 1 when a delay is caused by a college or university.

Section 5.4 - Vertical Movement: Employees covered by this Agreement will move vertically on the salary schedule provided that they have completed the required service in the prior year. Employees may not move more than one vertical step per year. An employee who worked less than one semester in the prior year will not be eligible for vertical movement on the salary schedule.

Employees who are at the final level in a column on the salary schedule will not be eligible for further vertical movement unless they move horizontally in accordance with Section 5.3 of this Agreement.

Beginning with the 2002-2003-contract year, all staff members who are frozen at the bottom of the MA+45 column of the salary schedule will be given an additional 1.5% of the base salary every year they are at the last step in this column. The consequence of this action changes the last step in the MA+45 column so that it represents a 6% increase over the step prior to it. The costs for this benefit have been included in the negotiated agreement since 2002-2003.

Section 5.5 - Calculation of Per-Diem Rate: The per-diem rate for both payroll deductions and daily compensation will be based upon the actual number of contractual days for the current school year.

Section 5.6 - Compensation for Extra-Standard Assignments: The compensation paid to employees covered by this Agreement for extra-standard assignments shall be in accordance with the extra-standard salary schedule as set forth in Appendix B.

Section 5.7 - Compensation for Extra-Duty Assignments: Whenever employees are assigned duties to be performed outside of the regular school day, they shall be compensated in accordance with the extra-duty salary schedule as set forth in Appendix C.

Section 5.8 - Compensation for Summer School, Curriculum Development during Non-contract Time, and Special Projects:

- a. In the event the Board determines that there shall be summer school classes, curriculum development projects outside of contract time, or other special projects, employees shall be compensated in accordance with the rates set forth in this section.
- b. Employees who are hired to teach summer school classes will be paid:
  1. \$21.00 per hour if the employee has a Bachelor's Degree.
  2. \$23.00 per hour if the employee has a Master's Degree.
- c. The rate for employees hired for curriculum development projects outside of contract time or for other special projects will be \$23.00 per hour.



Section 5.9 – Compensation to Cover Another Teacher’s Class: When determined administratively that there is a need for one teacher to cover another teacher’s class, the teacher covering the class will be compensated at a rate of \$24.00 for each forty- to fifty-minute period of class coverage.

Section 5.10 - Mileage for Employees: When an employee covered by this Agreement is required by the Board in the normal course of his/her employment to use his/her personal vehicle for school business, the employee shall be reimbursed at the allowable automobile rate determined by the State of Nebraska, unless otherwise required by law. Mileage will not be paid to employees for going to or coming from work. Mileage shall be reported on forms developed by the Director of Finance and Operations or designee.

Section 5.11 - Extended-Year Contract Rate: The salary schedule, as set forth in Appendix A and A-1, is based upon a 185-day contract period (187-day period for new employees). Any employee who is offered and accepts an assignment beyond the 185 days (187 days for new employees) will be compensated at the appropriate rate as set forth in Section 5.6 of this Agreement.

Section 5.12 - Direct Deposit: Employees covered by this Agreement shall receive their wages by direct deposit. All employees must fill out the direct deposit authorization form and forward a voided or canceled check to the District Office. Deposits will be made so that funds will be available on payday. Employees will receive a check stub showing the amount deposited.

Section 5.13 - Other Payroll Deductions: The Board of Education will consider employee requests for other payroll deductions. Written requests must be submitted to the Director of Finance and Operations or designee. A written response granting or denying the request will be sent by the Director of Finance and Operations or designee.

Section 5.14 - 125 Plan: The part of any employee’s insurance premium not paid for by the District shall be deducted from the employee’s checks under a Section 125 Plan administered by the District. In addition, employees may use the Section 125 Plan for non-reimbursed medical and child-care costs.

## **ARTICLE 6 2018-2019 INSURANCE**

Section 6.1 Group Health and Dental Insurance: For the 2018-2019 contract year, the Hastings Public schools shall make available to the certificated employees subject to this Negotiated Agreement a group health and dental insurance plan through the Educators Health Alliance (EHA), the EHA Choice Plan with employee elected coverage levels of (1) the Blue Preferred \$900 Deductible Plan with 100% A, B, & C dental coverage (PPO) or (2) the Blue Preferred \$3,500 Deductible Health Savings Account Eligible Plan with 100% A, B, & C dental coverage (PPO) under the terms and conditions set forth in this

Article 6, providing for a schedule of benefits as set forth in Appendix D and D-1, and in effect for the term of this Agreement.

6.1.1 Pro-ration of Benefits Based Upon FTE/FTE Breakpoint: Insurance and cash benefits for certificated staff will be prorated according to FTE. Employees employed less than .40 FTE are not eligible for insurance or cash benefits.

6.1.2 \$900 Deductible Plan: For those employees electing the \$900 Deductible Plan for the 2018-2019 contract year, the School District shall pay the following amounts toward the monthly insurance premiums at the rates established by the EHA for 2018-2019 for the levels of coverage for which each certificated employee is qualified:

6.1.2.1 Employee: 100% of the monthly health insurance premium of \$607.93 and 100% of the single dental insurance premium of \$56.31 plus \$200 cash per month;

6.1.2.2 Employee and Child(ren): 95% of the monthly health insurance premium in the sum of \$1,068.45 and 100% of the single dental insurance premium of \$56.31, with a health insurance premium employee contribution of \$56.23 per month;

6.1.2.3 Employee and Spouse: 95% of the monthly health insurance premium of \$1,212.82 and 100% of the single dental insurance premium of \$56.31, with a health insurance premium employee contribution of \$63.83 per month; or,

6.1.2.4 Employee, Spouse, and Child(ren): 95% of the monthly health insurance premium of \$1,628.51 and 100% of the single dental insurance premium of \$56.31, with a health insurance premium employee contribution of \$85.71 per month.

6.1.3 \$3,500 Deductible HSA Eligible Plan: For those employees electing the \$3,500 HSA Eligible Deductible Plan for the 2018-2019-contract year, the School District shall pay the following amounts toward the monthly insurance premiums at the rates established by the EHA for the levels of coverage for which each certificated employee is qualified:

6.1.3.1 Employee: 100% of the monthly health insurance premium of \$512.92 and 100% of the single dental insurance premium of \$56.31, plus \$95.01 into the employee's HSA account, plus \$200 cash per month;

6.1.3.2 Employee and Child(ren): 95% of the monthly health insurance premium of \$901.48 and 100% of the single dental insurance premium of \$56.31, plus \$166.97 into the employee's HSA account, with a health insurance premium employee contribution of \$47.45 per month;

6.1.3.3 Employee and Spouse: 95% of the monthly health insurance premium of \$1,023.29 and 100% of the single dental insurance premium of \$56.31, plus \$189.53 into the employee's HSA account, with a health insurance premium employee contribution of \$53.86 per month; or,

6.1.3.4 Employee, Spouse, and Child(ren): 95% of the monthly health insurance premium of \$1,374.01 and 100% of the single dental insurance premium of \$56.31, plus \$254.50 into the employee's HSA account, with a health insurance premium employee contribution of \$72.32 per month.

6.1.4 Section 125 Contribution: The employee shall contribute the employee's 5% share of the monthly health and dental insurance premium cost for the 2018-2019 contract year, which covers the months of September 2018 through August 2019, through a Section 125 Plan deduction from salary.

6.1.5 Cash-in-lieu-of-Insurance Election: Certificated staff members who choose not to participate in the group health insurance plan will receive \$275.00 cash per month. Certificated staff members who choose not to participate in the group health insurance plan will have to submit the form known as Appendix H.

6.1.6 Spouse as Employee of the District Benefits: When spouses are certificated employees, work more than .40 FTE, and participate in the group plan with an employee and spouse or employee, spouse, & child(ren) insurance election, the District will pay:

6.1.6.1 Employee and Spouse Insurance Election:

6.1.6.1.1 Spouse No. 1: The level of benefit provided in paragraph 6.1.2.3 or 6.1.3.3, pursuant to the Dual Choice election of such employee.

6.1.6.1.2 Spouse No. 2: The 5% employee share of the monthly insurance premiums for Employee and Spouse health insurance plus the difference between Employee and Employee and Spouse dental insurance coverage, the level of benefit provided in paragraph 6.1.2.3 or 6.1.3.3, pursuant to the Dual Choice election of Spouse No. 1, plus \$325.00 cash per month.

6.1.6.2 Employee, Spouse, and Child(ren) Insurance Election:

6.1.6.2.1 Spouse No. 1: The level of benefit provided in paragraph 6.1.2.4 or 6.1.3.4, pursuant to the Dual Choice election of such employee.

6.1.6.2.2 Spouse No. 2: The 5% employee share of the monthly insurance premiums for Employee, Spouse, and Children health insurance plus the difference between Employee and Employee, Spouse, and Children dental insurance coverage the level of benefit provided in paragraph 6.1.2.4 or 6.1.3.4, pursuant to the Dual Choice

election of Spouse No. 1, plus \$325.00 cash per month.

6.1.7 Dental Coverage Only: Employee dental coverage is mandatory with employee; employee and child(ren); employee and spouse; or employee, spouse and child(ren) health insurance. If a certificated employee chooses dental coverage only, the amount paid by the Board for employee coverage shall be prorated according to FTE. An employee covered by this Agreement may pay the extra money necessary for employee and child(ren); employee and spouse; or employee, spouse and child(ren) dental coverage. This amount will be deducted as a Section 125 salary reduction pursuant to an attendant agreement with the employee and the School District. Employee and child(ren); employee and spouse; or employee, spouse and child(ren) dental coverage may be added by an employee to any of the plans for a monthly cost representing the difference between the cost of single dental coverage and employee and child(ren); employee and spouse; or employee, spouse and child(ren) dental coverage under the EHA 100% A, B, & C PPO Coverage plan.

<b>6.1.9 – 2018-2019 HEALTH INSURANCE SUMMARY CHART</b>
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<b>6.1.9.1 - \$900 Deductible Plan</b>
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<b>INSURANCE ELECTION</b>	<b>DISTRICT CONTRIBUTION</b>	<b>MONTHLY COST</b>	<b>ANNUAL COST</b>
Employee Insurance	100% of H & A premium and "PPO 100% A, B & C" employee dental coverage	\$607.93 health insurance + dental insurance of \$56.31 + \$200 cash per month.	District = \$7,970.88 + \$2,400.00 = \$10,370.88
Employee and Child(ren) Insurance	95% of H & A premium and 100% of "PPO 100% A, B & C" employee dental coverage	\$1068.45 health insurance + dental insurance of \$56.31 per month. The employee shall contribute the cost of \$56.23.	District = \$13,497.12
			Employee = \$674.76
Employee and Spouse Insurance	95% of H & A premium and 100% of "PPO 100% A, B & C" employee dental coverage	\$1,212.82 + dental insurance of \$56.31 per month. The employee shall contribute the cost of \$63.83.	District = \$15,229.56
			Employee = \$765.96
Employee, Spouse, and Child(ren) Insurance	95% of H & A premium and 100% of "PPO 100% A, B & C" employee dental coverage	\$1,628.51 + dental insurance of \$56.31 per month. The employee shall contribute the cost of \$85.71.	District = \$20,217.84
			Employee = \$1,028.52
Spouses in District: Employee and Spouse Insurance	100% of H & A premium and 100% of "PPO 100% A, B & C" Employee and Spouse dental coverage plus \$325.00 cash	Spouse No. 1 = \$1,212.82 + dental insurance of \$56.31 per month.	District = \$15,299.56
		Spouse No. 2 = \$125.80 (\$61.97 Dental Insurance + \$63.83 for balance of insurance premium) + \$325.00	District = \$1,509.60 + \$3,900.00 = \$5,409.60
Spouses in District: Employee, Spouse, and Child(ren) Insurance	100% of H & A premium and 100% of "PPO 100% A, B & C" family dental coverage plus \$325.00 cash	Spouse No. 1 = \$1,628.51 + dental insurance of \$56.31 per month.	District = \$20,217.84
		Spouse No. 2 = \$188.24 (\$102.53 + 85.71) for balance of insurance premium + \$325.00	District = \$2,258.88 + \$3,900.00 = \$6,158.88
Cash-in-lieu of Insurance	n/a	\$275.00	District = \$3,300.00

**6.1.9.2 - \$3,500 Deductible Plan**

<b>INSURANCE ELECTION</b>	<b>DISTRICT CONTRIBUTION</b>	<b>MONTHLY COST</b>	<b>ANNUAL COST</b>
Employee Insurance	100% of H & A premium and "PPO 100% A, B & C" employee dental coverage	\$512.92 health insurance + dental insurance of \$56.31 + \$95.01 HSA contribution + \$200 cash per month.	District = \$7,970.88 + \$2,400.00 = \$10,370.88
Employee and Child(ren) Insurance	95% of H & A premium and 100% of "PPO 100% A, B & C" employee dental coverage	\$901.48 health insurance + dental insurance of \$56.31 per month + \$166.97 HSA contribution. The employee shall contribute the cost of \$47.45.	District = \$13,497.12
			Employee = \$569.40
Employee and Spouse Insurance	95% of H & A premium and 100% of "PPO 100% A, B & C" employee dental coverage	\$1,023.29 + dental insurance of \$56.31 per month + \$189.53 HSA contribution. The employee shall contribute the cost of \$53.86.	District = \$15,229.56
			Employee = \$646.32
Employee, Spouse, and Child(ren) Insurance	95% of H & A premium and 100% of "PPO 100% A, B & C" employee dental coverage	\$1,374.01 + dental insurance of \$56.31 per month + \$254.50 HSA contribution. The employee shall contribute the cost of \$72.32.	District = \$20,217.84
			Employee = \$867.84
Spouses in District: Employee and Spouse Insurance	100% of H & A premium and 100% of "PPO 100% A, B & C" Employee and Spouse dental coverage plus \$325.00 cash	Spouse No. 1 = \$1,023.29 + dental insurance of \$56.31 per month + \$189.53 HSA contribution.	District = \$15,229.56
		Spouse No. 2 = \$125.80 (\$61.97 dental insurance + \$53.86) for balance of insurance premium + \$9.97 HSA contribution + \$325.00	District = \$1,509.60 + \$3,900.00 = \$5,409.60
Spouses in District: Employee, Spouse, and Child(ren) Insurance	100% of H & A premium and 100% of "PPO 100% A, B & C" family dental coverage plus \$325.00 cash	Spouse No. 1 = \$1,374.01 + dental insurance of \$56.31 per month + \$254.50 HSA contribution.	District = \$20,217.84
		Spouse No. 2 = \$188.24 (\$102.53 + \$72.32) for balance of insurance premium + \$13.39 HSA contribution + \$325.00	District = \$2,258.88 + \$3,900.00 = \$6,158.88
Cash-in-lieu of Insurance	n/a	\$275.00	District = \$3,300.00

Section 6.2 - Group Income Protection Insurance: A group long-term disability plan for each employee covered by this Agreement shall be in effect for the term of this

Agreement. The Board will pay the full cost of the monthly premium for this group income protection insurance.

Benefits shall be payable to the employee upon the exhaustion of earned sick leave at 66 2/3 percent of the monthly salary. The plan will take effect when the employee's accumulated sick leave is exhausted. The employee may be required to submit a physician's statement explaining the disability and the estimated length of the disability.

Section 6.3 - Group Health and Dental Insurance Coverage for Surviving Family Members: In the event of the death of an employee of the District, the Board shall continue to pay the current insurance benefit for the contractual year.

## **ARTICLE 7 TERMS OF EMPLOYMENT**

Section 7.1 - Annual Employment Period: The work year for employees covered by this Agreement will be 185 days except for employees new to the District. Such employees will have a work year of 187 days.

Section 7.2 - Normal Work Day: The normal workday for employees covered by this Agreement shall consist of eight (8) hours and shall include a duty-free lunch period of thirty (30) minutes.

Section 7.3 - Variance of the Normal Work Day: Employees covered by this Agreement may have earlier or later arrival or departure times and be permitted to leave the building during the normal workday on an individual basis, provided that permission is obtained from the building principal.

## **ARTICLE 8 ASSIGNMENTS**

Section 8.1 - Regular Assignments: An employee covered by this Agreement will be tentatively advised prior to the end of the contract year, on the basis of information available at that time, of any changes in building assignment, grade level, or subject areas for the next contract year. He/she will be so advised in writing.

The giving of notice, as herein provided, shall not preclude the reassignment of employees before the beginning of the next work year or during the school year as deemed appropriate by the Administration. In the event that such reassignment is necessary, employees being reassigned shall be notified in writing.

Section 8.2 - Extra-Standard and Extra-Duty Assignments:

- a. Extra-standard and extra-duty assignments; i.e., assignments to be performed outside of the normal work day, shall be made by the building principal or other administrator designated by the Board, provided that, before any such assignment is made, the building principal or other administrator shall discuss the assignment with the employee.
- b. Whenever possible, such assignments shall be made to qualified employees who volunteer.
- c. In the event that no employee volunteers for an extra-standard or extra-duty assignment, the building principal or other administrator shall assign that duty to an employee or make other appropriate provisions.
- d. Compensation provided for extra-standard or extra-duty assignments shall be provided consistent with the schedules set forth in Appendix B or C.

## **ARTICLE 9 LEAVES**

### Section 9.1 - Leave for Personal Illness or Injury:

- a. Annual Allowance: Employees covered by this Agreement shall be entitled to ten (10) days of paid leave per year for personal illness or injury.
- b. Accumulation: Whenever an employee has been absent due to illness or injury less than ten (10) days in a work year, the difference between the ten (10) days and the number of days the employee has been absent due to illness or injury shall be cumulative. During a given work year, the number of work days an employee may be absent due to illness or injury shall be the ten (10) days allocated for that year, plus the accumulated unused days of previous years. All leave so accumulated terminates upon resignation, retirement, or dismissal.



- c. Exhaustion of Sick Leave: An employee will not be paid for each day's absence in excess of the allowance provided above unless granted additional leave through the District's sick leave bank. Annually, a sick leave bank of sixty (60) days total will be established by the Board of Education. Sick Leave Bank Days will be available on a first-come, first-served basis to certificated employees who have both exhausted their accumulated sick leave and are faced with a catastrophic situation. Determination of a catastrophic situation will be the responsibility of the District's administration, including the Superintendent. A maximum of twenty (20) days per year per individual will be allowed for use. The actual number of days used during any given year by an eligible individual will be determined by the District's administration, including the Superintendent. Application for this leave shall be made through the Director of Human Resources.

Should an employee exhaust his/her sick leave and not qualify for additional days through the District's Sick Leave Bank, said employee shall receive notification that his/her sick leave allowance has been exhausted. This notification shall be in writing from the Director of Finance and Operations and will accompany the paycheck or stub affected by such loss of pay.

- d. Coordination with Worker's Compensation: Whenever an absence due to an accident on the job is covered by worker's compensation, an employee shall receive such compensation and expenses, as are provided by the Nebraska Worker's Compensation Law, supplemented with an amount sufficient to maintain his/her regular salary for a period not to exceed his/her sick leave allowance (including accumulated unused days from previous years). This supplemental amount shall be charged against an employee's sick leave allowance, but only for that portion in excess of the compensation payment.
- e. Extended Use of Leave Due to Injury or Illness: If absence due to personal illness or injury has involved, or will involve, ten (10) or more work days, the employee shall, upon request of the Superintendent of Schools or designee, either prior to or during such absence and before the employee returns to work, submit to the Superintendent of Schools a statement from the employee's physician.

Such statement shall set forth the date, or anticipated date, of commencement of such illness and, if possible, the date, or anticipated date, of termination of such illness; shall describe the nature, extent, and status of the illness as of such dates and as of the current date; shall explain in detail the effect, if any, of such illness upon the ability of the employee to perform as of such dates and as of the current date the normal duties of such employee's responsibility; and shall contain such information bearing upon whether or not the health of the employee is such as would permit, or should require, the employee to return to work and to resume and perform normal duties.

- f. Substantiation of Personal Illness and Injury: The Superintendent of Schools or designee may require a physician's statement substantiating an employee's claim for leave due to personal illness or injury.

In addition, whenever an employee is absent due to personal illness or injury for

more than twenty-five (25) working days, the Superintendent of Schools or designee may, at the District's expense, require any employee claiming such leave to submit to a medical examination conducted by a physician selected by the Superintendent of Schools or designee to determine whether the employee is entitled to leave for personal illness or injury. In the event that the physician selected by the Superintendent or designee concludes that the employee is not medically disabled and could, in fact, return to work or, if the employee refuses to submit to such an examination or fails to submit the statements provided by the physician selected by the Superintendent or designee, the District's obligation to pay for such leave shall cease. The Superintendent of Schools or designee shall take no other disciplinary action against the employee if the employee declines to return to work during a period the employee's own physician is of the opinion that the employee is medically disabled.

- g. Notification of Principal: The building principal or designee shall be notified immediately when an employee is ill so that arrangements for a substitute can be made. Such notification shall ordinarily be made before 7:15 a.m.
- h. Notification of Superintendent: If absence due to personal illness can be foreseen in advance of its occurrence and is likely to involve a period of ten (10) or more days, then the employee shall, within ten (10) days after medical confirmation of the illness which will cause such absence, give written notice thereof to the Superintendent of Schools or designee.

#### Section 9.2 - Leave for Family Illness:

- a. Utilization: An employee covered by this Agreement may use his/her sick leave allowance or accumulation for the first day of absence from school due to an illness or accident to a member of his/her immediate family. At the discretion of the Superintendent or designee, additional days of an employee's sick leave allowance may be used when the employee is absent due to family illness or accident if a member of his/her immediate family:
  - 1. Is undergoing emergency surgical or intensive care treatment, or
  - 2. Is in danger of losing his/her life, or
  - 3. Has a condition that requires that the employee attend to the immediate family member.
- b. Substantiation of Family Illness and Injury: Whenever an employee uses a day of his/her sick leave allowance for absence from work due to an illness or accident to a member of his/her immediate family, no physician's statement substantiating the illness or injury will be required by the Superintendent of Schools on the first day of such absence.

Whenever such absence involves two (2) or more consecutive days, the Superintendent of Schools may require a physician's statement substantiating an employee's claim for leave due to the illness or injury of a member of the

employee's immediate family. If such physician's statement is not submitted to the Superintendent of Schools upon request, the payment for all days of absence beyond the first day will be forfeited.

- c. Notification of Principal: The building principal or designee shall be notified immediately when an employee will be absent due to the illness or accident of a member of his/her immediate family so that arrangements for a substitute can be made. Such notification shall ordinarily be made before 7:15 a.m.
- d. Notification of Superintendent: If absence due to the illness of a member of the employee's immediate family can be foreseen in advance of its occurrence and is likely to number a period of ten (10) or more days, then the employee shall give written notice thereof to the Superintendent of Schools or designee. The employee shall also submit a physician's statement substantiating such illness.

Section 9.3 - Definition of Immediate Family: For the purpose of implementation of Article 9 of this Agreement, only the following shall be considered members of the immediate family of an employee: spouse; son; son-in-law; daughter; daughter-in-law; father; father-in-law; mother; mother-in-law; sister; sister-in-law; brother; brother-in-law; grandchild; grandfather; grandmother; aunt; uncle; niece; nephew; a person standing in loco parentis to the employee; or a person permanently residing in the household of the employee, regardless of the relationship to the employee.

Section 9.4 - Bereavement Leave: Employees covered by this Agreement shall be entitled to up to five (5) days of paid leave per occurrence in the event of the death of a member of his/her immediate family.

Section 9.5 - Personal Leave: Employees covered by this Agreement shall be entitled to four (4) days of personal leave during a school year. Two (2) days may be taken for private personal business with no loss of pay. The other two (2) days, an employee's salary will be reduced by an amount equal to the gross compensation which would have to be paid by the District for a substitute teacher during the period of the absence, regardless of whether such substitute teacher is hired or not. If an employee covered by this agreement does not use any portion of his or her "no dock" personal days during a contract year, the employee shall be paid an amount equal to the gross compensation of a substitute teacher for that portion of his or her unused day(s). Such payment will occur within the July pay period.

- a. Application for Personal Leave: An employee must request personal leave at least five (5) calendar days in advance of such leave. The Superintendent of Schools or designee may make exceptions to this requirement in the event of emergency circumstances. Such leave requests will be approved if they are not in conflict with the needs of the School District. Requests for personal leave will be acted upon expeditiously. When a request for personal leave is disapproved, the teacher will receive, in writing, the reason for the disapproval.
- b. Conditions: While such personal leave may be taken without designating the reason for the leave, the following conditions will apply:

1. No more than one (1) teacher per building per day may be granted such leave. The Superintendent of Schools or designee may, at his/her discretion, make exceptions to this rule.
  2. A substitute teacher, acceptable to the principal of the school, must be available for the classroom.
- c. Unpaid Leave: When an employee has exhausted the personal leave days provided in Section 9.5 (a) of this Agreement, he/she may be granted additional days of personal leave at full loss of pay, provided that the proceedings and conditions set forth above are followed. Additional days of personal leave for family travel, winter vacations, or other trips for personal pleasure shall not be granted. The Superintendent of Schools, however, shall have the authority to grant additional days of unpaid personal leave for truly exceptional opportunities or circumstances.

Section 9.6 - Jury Duty: Employees covered by this Agreement who are required to serve on a jury shall suffer no loss of pay, provided that all jury fees, except reimbursement for expenses, received by any such employee shall be turned over to the School District.

Section 9.7 - Military Leave: Military leave shall be granted in accordance with applicable law.

Section 9.8 - Long-Term Leave of Absence: Employees covered by this Agreement will be granted a long-term leave of absence upon recommendation of the Superintendent of Schools and at the discretion of the Board of Education. Such leaves will be granted only under the following conditions:

- a. Unless expressly provided to the contrary, such leaves shall be without pay.
- b. Application for such leave must ordinarily be filed with the Superintendent of Schools at least one month prior to the date that the leave is to take effect. If, however, a long-term leave of absence is anticipated for the ensuing school year, applications for the leave must be filed no later than May 31 of the preceding school year.
- c. An employee requesting a long-term leave of absence has been employed by the District for at least five (5) years.
- d. An employee who is granted a long-term leave of absence will be reinstated only if there is a vacant position for which he/she is qualified.

The duration of a long-term leave of absence will not exceed one calendar year; i.e., twelve (12) months. An employee who is granted a long-term leave of absence may continue to participate in the District's group insurance plans, provided that he or she pays the monthly cost of the premiums.

Section 9.9 - Professional Leave: Employees covered by this Agreement may be granted leave days to attend workshops, seminars, conferences, etc., provided that approval is

granted in advance by the building principal and the Superintendent of Schools.

Section 9.10 - Sabbatical Leave: Employees covered by this Agreement may be granted sabbatical leave for a period of not less than one (1) semester or more than one (1) school year.

- a. Eligibility: An employee may request sabbatical leave only after he/she has completed five (5) years of continuous and satisfactory service in the Hastings Public Schools.
- b. Purposes: Employees may be granted sabbatical leave for the following purposes:
  1. Study at an accredited institution in an area directly related to elementary and secondary education in a public school setting.
  2. Travel that will enhance the applicant's professional growth and development.
  3. Observations of schools and schoolwork for the purpose of conducting research.
- c. Application: An eligible employee shall make written application for sabbatical leave to the Superintendent of Schools on or before October 1 of the year preceding the sabbatical leave. This written request must include a statement about the proposed course of study, itinerary, or an outline of the general subject of investigation in schools to be visited.
- d. Compensation: If an employee is granted sabbatical leave, he/she will receive a contracted salary equal to one-half (1/2) of the current base salary; i.e., the salary in the BA Column at Level 1 for the year during which the employee is on sabbatical leave. This amount will be paid to the employee in equal monthly installments.

An employee on sabbatical leave must report any compensation received from sources other than the Hastings Public Schools. If the compensation received from other sources plus one-half (1/2) of the current base salary exceeds the total current base salary, the amount provided by the District to the employee on sabbatical leave will be reduced by the amount exceeding the total current base salary.

- e. Health Insurance: An employee on sabbatical leave may remain on the health insurance plan during the sabbatical. The employee shall be responsible for paying monthly health insurance premiums during the term of the sabbatical.
- f. Return to Service: At the completion of the sabbatical leave, the employee must return to the employ of the Hastings Public Schools for a period of two (2) consecutive years. In the event that the employee to whom a sabbatical leave has been granted does not complete one (1) year of service in the Hastings Public Schools immediately following the leave, he/she shall repay all sums advanced by the Hastings Public Schools during the sabbatical leave period.

In the event said employee does not complete a second year of service in the Hastings Public Schools immediately following the leave, the employee shall repay one-half (1/2) of all the sums advanced by the District during the leave period. If any funds advanced by the District become payable, such amounts shall become due and payable as of the date of termination and shall bear interest at the current legal rate as determined by the Nebraska State Legislature.

When an employee on sabbatical leave returns to the District's employ, he/she may advance vertically on the current salary schedule if he/she is otherwise eligible for such movement.

Section 9.11 - Family Parenting Leave: Employees covered by this Agreement shall be granted five (5) days of paid parenting leave upon the birth or adoption of a child. This leave must be granted by the Superintendent and taken within thirty (30) calendar days of the birth or adoption of a child or immediately following the end of the period of disability associated with the pregnancy and childbirth. The days granted may be consecutive days or non-consecutive days spread through the thirty (30)-day period noted above. Family Parenting Leave days shall be non-cumulative from year to year. This leave shall not be taken during the period of disability that is associated with pregnancy and childbirth.

Section 9.12 - Grandparent Leave: If an employee's accumulated sick leave total will provide a sufficient number of days, an employee covered by this Agreement may use up to five (5) days of his or her sick leave upon the birth of a grandchild or a step grandchild or upon adoption of an infant by a child or step-child. An employee may exhaust their sick leave to do this but will be limited to five (5) days for this purpose per occurrence. An employee with less than five days accumulated sick leave will be granted the number of sick leave days that remain unused in his or her total. This leave must be granted by the Superintendent or his/her designee and taken within sixty (60) calendar days of the birth of a grandchild, a step-grandchild, or the adoption of and within the sixty-calendar-day window provided. Sick leave used in this way shall be non-accumulative from year to year even though sick leave as sick leave is accumulative. The use of leave under this provision does not preclude the use of Personal Leave provided for under Sections 9.5 of this Agreement.

Section 9.13 - Family and Medical Leave Act: Employees covered by this Agreement will be granted leave consistent with the provisions of the Family and Medical Leave Act of 1993. Specific provisions of this act are outlined in Appendix G.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

Section 10.1 - Precedence of Agreement: If there is any conflict between the express written terms of this Agreement and the terms of any individual contract between the Board and an individual employee covered by the Agreement, the express written terms of this Agreement shall be controlling.

Section 10.2 - Savings and Separability: If any provision of this Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable

or performed or enforced, except to the extent permitted by law, provided that, in such event, all other provisions of this Agreement shall continue in effect.

Section 10.3 - Printing of the Agreement: The Board will make an electronic copy of this Agreement available to each employee covered by this Agreement. An Association member wanting a paper copy of this agreement may use District equipment to produce a copy.

## **ARTICLE 11 PERSONNEL FILE**

Section 11.1 - Examination: An employee shall be permitted to examine his/her own personnel file (excluding credentials) in the presence of the custodian of such file or designee.

Section 11.2 - Response: An employee shall have the right to respond to the materials contained in his/her personnel file (except credentials). Such a response shall be placed in the employee's personnel file.

Section 11.3 - Reproduction: An employee shall have the right to obtain a copy of the contents of his/her personnel file (except credentials).

Section 11.4 - Complaints: Whenever materials regarding an employee's conduct, service, character, performance or personality are placed in his/her personnel file, a copy of the materials will be sent to the employee at least five (5) school days prior to placing them in the file. The employee shall have the right to submit a written response to the materials, and such response will be attached to the materials.

## **ARTICLE 12 EFFECTIVE AGREEMENT**

Section 12.1 - Entire Agreement: The parties acknowledge that, during the negotiations which resulted in this Agreement, the Association and the Board 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 are thereby set forth in this Agreement, and that it shall constitute the entire Agreement between the parties for the 2018-2019 contract year.

Section 12.2 - Reopening of Agreement: Both the Board and the Association, during and for the term of this Agreement, voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

Section 12.3 - Mandatory Re-openers: The Board and the Association shall bargain collectively when required to do so on such matters as set forth by the Legislature.

Section 12.4 - Modification of Agreement: The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of both parties in the written Agreement.

**ARTICLE 13  
TERM OF AGREEMENT**

Section 13.1 - Duration: This Agreement shall be effective during the entire 2018-2019 contract year. The total package will include all dollars provided for salaries; equity payments; health, dental, and long-term disability insurance benefits; social security; and the Board’s share of retirement contributions.

This Agreement shall remain in effect until August 31, 2019. The Hastings Education Association and the Board of Education shall both make a bona fide effort to reach a new agreement before expiration of this document. The existing agreement will continue until replaced by a successor agreement or as amended by a final order of the Commission of Industrial relations.

**ARTICLE 14  
2018-2019 DOCUMENT AUTHORIZATION**

Section 14.1 - Document Authorization: In witness thereof, the parties hereto caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures to be placed hereon, all on this \_\_\_\_ day of \_\_\_\_, 201\_\_.

HASTINGS EDUCATION ASSOCIATION	ADAMS COUNTY SCHOOL DISTRICT 01-0019, A/K/A HASTINGS PUBLIC SCHOOL DISTRICT
_____ President, Hastings Education Association	_____ President, Board of Education
_____ Chief Negotiator, HEA	_____ Chief Negotiator, HPS



**APPENDIX A**  
**SALARY SCHEDULE FOR THE 2018-2019 SCHOOL YEAR**

**2018-2019 BASIC SALARY PLAN**  
**Hastings Board of Education, Hastings, Nebraska Adopted:**  
**\$34,150 Base**

The Index is 4.5% X 4.5%  
 Underlined steps are indexed at 6.0%

Level	BA	BA09	BA18	BA27	BA36	MA	MA09	MA18	MA27	MA36	MA45
1	\$34,150	\$35,687	\$37,224	\$38,760	\$40,297	\$40,297	\$41,834	\$43,371	\$44,907	\$46,444	\$47,981
	<u>1</u>	<u>1.045</u>	<u>1.09</u>	<u>1.135</u>	<u>1.18</u>	<u>1.18</u>	<u>1.225</u>	<u>1.27</u>	<u>1.315</u>	<u>1.36</u>	<u>1.405</u>
2	\$35,687	\$37,224	\$38,760	\$40,297	\$41,834	\$41,834	\$43,371	\$44,907	\$46,444	\$47,981	\$49,518
	<u>1.045</u>	<u>1.09</u>	<u>1.135</u>	<u>1.18</u>	<u>1.225</u>	<u>1.225</u>	<u>1.27</u>	<u>1.315</u>	<u>1.36</u>	<u>1.405</u>	<u>1.45</u>
3	\$37,224	\$38,760	\$40,297	\$41,834	\$43,371	\$43,371	\$44,907	\$46,444	\$47,981	\$49,518	\$51,054
	<u>1.09</u>	<u>1.135</u>	<u>1.18</u>	<u>1.225</u>	<u>1.27</u>	<u>1.27</u>	<u>1.315</u>	<u>1.36</u>	<u>1.405</u>	<u>1.45</u>	<u>1.495</u>
4	\$38,760	\$40,297	\$41,834	\$43,371	\$44,907	\$44,907	\$46,444	\$47,981	\$49,518	\$51,054	\$52,591
	<u>1.135</u>	<u>1.18</u>	<u>1.225</u>	<u>1.27</u>	<u>1.315</u>	<u>1.315</u>	<u>1.36</u>	<u>1.405</u>	<u>1.45</u>	<u>1.495</u>	<u>1.54</u>
5	\$40,297	\$41,834	\$43,371	\$44,907	\$46,444	\$46,444	\$47,981	\$49,518	\$51,054	\$52,591	\$54,128
	<u>1.18</u>	<u>1.225</u>	<u>1.27</u>	<u>1.315</u>	<u>1.36</u>	<u>1.36</u>	<u>1.405</u>	<u>1.45</u>	<u>1.495</u>	<u>1.54</u>	<u>1.585</u>
6	\$41,834	\$43,371	\$44,907	\$46,444	\$47,981	\$47,981	\$49,518	\$51,054	\$52,591	\$54,128	\$55,665
	<u>1.225</u>	<u>1.27</u>	<u>1.315</u>	<u>1.36</u>	<u>1.405</u>	<u>1.405</u>	<u>1.45</u>	<u>1.495</u>	<u>1.54</u>	<u>1.585</u>	<u>1.63</u>
7	\$43,371	\$44,907	\$46,444	\$47,981	\$49,518	\$49,518	\$51,054	\$52,591	\$54,128	\$55,665	\$57,201
	<u>1.27</u>	<u>1.315</u>	<u>1.36</u>	<u>1.405</u>	<u>1.45</u>	<u>1.45</u>	<u>1.495</u>	<u>1.54</u>	<u>1.585</u>	<u>1.63</u>	<u>1.675</u>
8	\$44,907	\$46,444	\$47,981	\$49,518	\$51,054	\$51,054	\$52,591	\$54,128	\$55,665	\$57,201	\$58,738
	<u>1.315</u>	<u>1.36</u>	<u>1.405</u>	<u>1.45</u>	<u>1.495</u>	<u>1.495</u>	<u>1.54</u>	<u>1.585</u>	<u>1.63</u>	<u>1.675</u>	<u>1.72</u>
9		<u>\$50,030</u>	\$51,054	\$52,591	\$52,591	\$52,591	\$54,128	\$55,665	\$57,201	\$58,738	\$60,275
		<u>1.465</u>	<u>1.495</u>	<u>1.54</u>	<u>1.54</u>	<u>1.585</u>	<u>1.63</u>	<u>1.675</u>	<u>1.72</u>	<u>1.72</u>	<u>1.765</u>
10			<u>\$53,103</u>	\$54,128	\$54,128	\$54,128	\$55,665	\$57,201	\$58,738	\$60,275	\$61,812
			<u>1.555</u>	<u>1.585</u>	<u>1.585</u>	<u>1.585</u>	<u>1.63</u>	<u>1.675</u>	<u>1.72</u>	<u>1.765</u>	<u>1.81</u>
11				\$55,665	\$55,665	\$57,201	\$57,201	\$58,738	\$60,275	\$61,812	\$63,348
				<u>1.63</u>	<u>1.63</u>	<u>1.675</u>	<u>1.675</u>	<u>1.72</u>	<u>1.765</u>	<u>1.81</u>	<u>1.855</u>
12				\$57,201	\$57,201	\$58,738	\$58,738	\$60,275	\$61,812	\$63,348	\$64,885
				<u>1.675</u>	<u>1.675</u>	<u>1.72</u>	<u>1.72</u>	<u>1.765</u>	<u>1.81</u>	<u>1.855</u>	<u>1.9</u>
13					\$58,738	\$60,275	\$60,275	\$61,812	\$63,348	\$64,885	\$66,422
					<u>1.72</u>	<u>1.765</u>	<u>1.765</u>	<u>1.81</u>	<u>1.855</u>	<u>1.9</u>	<u>1.945</u>
14						\$60,275	\$61,812	\$63,348	\$64,885	\$66,422	\$67,959
						<u>1.765</u>	<u>1.81</u>	<u>1.855</u>	<u>1.9</u>	<u>1.945</u>	<u>1.99</u>
15										\$67,959	\$69,495
										<u>1.99</u>	<u>2.035</u>

\*\* Beginning with the 2002-2003 school year, all staff members who are frozen at the bottom of the MA+45 column will be given an additional 1.5% of the base salary every year they are at this last step. (For 2018-2019 this amount is an additional \$512 making the total salary for qualified individuals \$70,008.)

**APPENDIX B  
EXTRA-STANDARD ASSIGNMENT RESPONSIBILITIES  
2018-2019**

- A. There are seven categories of assignments according to the degree of difficulty and the responsibility of the assignment

**Category A**

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. Elem student council</li> <li>2. MS cross country</li> <li>3. MS drama</li> <li>4. MS newspaper</li> <li>5. MS/SH intramurals – 1 season</li> </ol> | <ol style="list-style-type: none"> <li>6. SH marching band facilitator</li> <li>7. SH National Honor Society</li> <li>8. SH assistant vocal music</li> <li>9. MS weight training</li> <li>10. SH Skills USA asst. sponsor</li> </ol> |
|---|--|

**Category I**

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. Problem solving</li> <li>2. MS basketball</li> <li>3. MS football</li> <li>4. MS orchestra</li> <li>5. MS track</li> <li>6. MS vocal music</li> <li>7. MS volleyball</li> <li>8. MS wrestling</li> </ol> | <ol style="list-style-type: none"> <li>9. MS yearbook</li> <li>10. MS/SH student council</li> <li>11. SH DECA</li> <li>12. SH foreign language</li> <li>13. SH assistant swimming</li> <li>14. SH assistant tennis</li> <li>15. SH assistant cross-country</li> <li>16. SH Skills USA sponsor</li> <li>17. MS Garden sponsor</li> </ol> |
|--|---|

**Category II**

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. SH cable access coordinator</li> <li>2. SH head golf</li> <li>3. SH orchestra</li> <li>4. SH dance team</li> <li>5. SH cheer squad</li> </ol> | <ol style="list-style-type: none"> <li>6. SH assistant soccer</li> <li>7. SH assistant softball</li> <li>8. SH head tennis</li> <li>9. SH assistant track</li> <li>10. SH weight trng – 2 seasons</li> </ol> |
|---|--|

**Category III**

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. SH assistant basketball</li> <li>2. SH head cross-country</li> <li>3. SH debate</li> <li>4. SH assistant football</li> <li>5. SH journalism</li> <li>6. SH speech</li> </ol> | <ol style="list-style-type: none"> <li>7. SH head swimming</li> <li>8. SH trainer (x # of seasons)</li> <li>9. SH assistant volleyball</li> <li>10. SH assistant wrestling</li> <li>11. Associate director of bands</li> </ol> |
|--|--|

**Category IV**

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. SH drama</li> <li>2. SH vocal music</li> <li>3. SH head soccer</li> </ol> | <ol style="list-style-type: none"> <li>4. SH head softball</li> <li>5. SH head track</li> <li>6. Director of bands</li> <li>7. SH head baseball</li> </ol> |
|---|--|

**Category V**

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. SH head basketball</li> <li>2. SH head football</li> </ol> | <ol style="list-style-type: none"> <li>3. SH head volleyball</li> <li>4. SH head wrestling</li> </ol> |
|--|---|

**Special Category**

1. Extended contract @ daily rate
  2. Learning Team Liaison 2.5% of base (\$853.75) and \$23/hr. for assigned managerial tasks
  3. Doctorate \$500
- B. Any newly created assignment will be categorized according to the degree of difficulty and its area of responsibility.
- C. Remuneration for special assignments, such as units of gymnastics and swimming, will be treated as intramural.
- D. Any coach who thinks he/she needs help should follow the proper procedures in requesting an assistant.
- E. The following percentages are calculated on the starting salary. If the starting salary is raised, so are the amounts corresponding to the percentages:

<b><u>Category</u></b>	<b><u>Level 1</u></b>	<b><u>Level 2</u></b>	<b><u>Level 3</u></b>	<b><u>Level 4</u></b>
A	3%	5%	7%	9%
I	5%	7%	9%	11%
II	7%	9%	11%	13%
III	9%	11%	13%	15%
IV	11%	13%	15%	17%
V	14%	16%	18%	20%

- F. Placing teachers on the schedule:
1. A teacher with 1 to 3 years experience will be placed on Level I and wait two years to advance to the next level.
  2. A teacher with 3 or more years of experience will be placed on Level 1 but wait only one year to advance to the next level.
  3. After fulfilling items one and two, teachers will advance to the next level after two years in the same assignment.

Provided: In athletics, at both the Middle School and High School levels (beginning with the 2008-09 school year), no head coach is to receive less than one of the assistants.

The Board, under special circumstances, may deviate in placement on the salary schedule.

G. The dollar figures for 2018-2019 are as follows:

<b><u>Percent</u></b>	<b><u>\$34,150</u></b>	<b><u>Percent</u></b>	<b><u>\$34,150</u></b>
3%	\$ 1,024.50	14%	\$ 4,781.00
5%	\$ 1,707.50	15%	\$ 5,122.50
7%	\$ 2,390.50	16%	\$ 5,464.00
8%	\$ 2,732.00	17%	\$ 5,805.50
9%	\$ 3,073.50	18%	\$ 6,147.00
11%	\$ 3,756.50	20%	\$ 6,830.00
13%	\$ 4,439.50		

**APPENDIX C**  
**SCHEDULE OF COMPENSATION FOR EXTRA-DUTY ASSIGNMENTS**

Employees assigned to perform the following duties outside of the normal school day shall be compensated according to the schedule set forth below:

Duties:

1. Selling tickets
2. Taking tickets
3. Supervising students at contests, meets, performances, etc.
4. Keeping statistics at contests, meets, etc.
5. Operating the clock or scoreboard at contests, meets, etc.

Hours:

Compensation

Not less than one (1) hour nor more than three (3) hours	\$27.00 per event
Any event over three (3) hours	\$ 9.00 per hour

**APPENDIX D  
GROUP HEALTH AND DENTAL INSURANCE PLAN RATES**

**Educators Health Alliance  
Renewal Rates for Health, Dental, and Dual Choice Options  
Effective September 1, 2018  
Standard Rates Only (Excluding Discounts or Surcharges)**

Health Coverage - Active Employees	Renewal Rates - Standard			
	Employee	Ee & Child(ren)	Ee & Spouse	Ee, Spouse & Child(ren)
\$600 Deductible	\$841.15	\$1,166.15	\$1,346.42	\$1,807.90
\$750 Deductible	\$823.84	\$1,154.12	\$1,310.07	\$1,759.09
\$900 Deductible	\$807.93	\$1,124.68	\$1,276.65	\$1,714.22
\$1,000 Deductible	\$597.90	\$1,105.56	\$1,254.95	\$1,685.08
\$1,150 Deductible	\$587.42	\$1,086.78	\$1,233.60	\$1,656.42
\$1,500 Deductible	\$562.74	\$1,041.09	\$1,181.76	\$1,586.81
\$4,000 Deductible HSA-Eligible	\$456.93	\$843.51	\$957.49	\$1,286.65
\$2,000 Deductible (Dual Choice Only)	\$512.92	\$948.93	\$1,077.15	\$1,446.33
\$3,500 Deductible HSA-Eligible (Dual Choice Only)	\$512.92	\$948.93	\$1,077.15	\$1,446.33

Health Coverage - Retirees	Renewal Rates			
	Employee	Ee & Child(ren)	Ee & Spouse	Ee, Spouse & Child(ren)
\$900 Deductible	\$668.72	\$1,185.45	\$1,404.29	\$1,775.13
\$4,000 Deductible HSA-Eligible	\$501.54	\$889.09	\$1,053.23	\$1,331.34
\$2,000 Deductible	\$564.23	\$1,000.18	\$1,184.84	\$1,497.71
\$3,500 Deductible HSA-Eligible	\$564.23	\$1,000.18	\$1,184.84	\$1,497.71

Dental Coverage	Renewal Rates			
	Employee	Ee & Child(ren)	Ee & Spouse	Ee, Spouse & Child(ren)
100% A, 75% B Coverage - Option 1	\$28.61	\$49.23	\$55.86	\$75.04
100% A, 80% B, 70% C Coverage - Option 3	\$56.51	\$104.58	\$118.88	\$159.38
PPO - 100% A, 75% B, 50% C Coverage - Option 2	\$28.67	\$53.01	\$60.18	\$80.85
PPO - 100% A, 80% B, 80% C, 50% D Coverage - Option 4	\$51.46	\$95.20	\$108.08	\$145.15
PPO - 100% A, B, & C Coverage - Option 5	\$56.31	\$104.19	\$118.28	\$158.84

# APPENDIX E DENTAL COVERAGE

Coverage For Dental Services	
<b>Coverage A – Preventive and Diagnostic</b>	
<ul style="list-style-type: none"> <li>• Comprehensive and/or periodic oral exams<sup>1</sup></li> <li>• Prophylaxis (cleaning, scaling and polishing)<sup>1</sup></li> <li>• Sealants (permanent first or second molar teeth) <i>(Covered Persons up to age 16) once every four calendar years</i></li> <li>• Pulp vitality tests</li> <li>• Fluoride varnishes<sup>1</sup></li> <li>• Topical fluoride <i>(Covered Persons up to age 16)</i></li> </ul>	<ul style="list-style-type: none"> <li>• Space maintainers, including re-cementation (prematurely lost primary teeth) <i>(Covered Persons up to age 16)</i></li> <li>• X-rays (bitewing, intraoral, occlusal, periapical, extraoral)               <ul style="list-style-type: none"> <li>- supplement bitewings, including vertical bitewings <i>one set of four every calendar year</i></li> <li>- intraoral, occlusal, periapical and extraoral</li> <li>- panorex or full mouth series <i>one every three calendar years</i></li> </ul> </li> </ul>
<b>Coverage B – Maintenance, Simple Restorative, Oral Surgery, Periodontic, Endodontics</b>	
<ul style="list-style-type: none"> <li>• Oral surgery consisting of:               <ul style="list-style-type: none"> <li>- simple extractions, including root removal 1<sup>st</sup> and 2<sup>nd</sup> bicusps (orthodontic extractions are not covered)</li> <li>- impacted extractions</li> <li>- transseptal fibrotomy/supra crestal fibrotomy</li> <li>- bone replacement graft</li> <li>- appliance removal not by dentist who placed device</li> <li>- oroantral fistula closure</li> <li>- primary closure of a sinus perforation</li> <li>- alveoplasty</li> <li>- frenectomy/frenuloplasty</li> <li>- removal of torus</li> <li>- root removal</li> <li>- tooth replantation</li> <li>- excision of hyperplastic tissue</li> </ul> </li> <li>• Periodontic services (Non-surgical)               <ul style="list-style-type: none"> <li>- periodontic cleanings <i>four per calendar year</i></li> <li>- scaling and root planing <i>four every two calendar years</i></li> <li>- periodontal evaluations<sup>1</sup></li> <li>- provisional or permanent periodontal splinting</li> <li>- treatment of acute infection and oral lesions</li> <li>- full mouth debridement <i>one every three calendar years</i></li> </ul> </li> <li>• Periodontic Services (Surgical)               <ul style="list-style-type: none"> <li>- gingivectomy<sup>3</sup></li> <li>- gingival flap procedures<sup>3</sup></li> <li>- osseous surgery, including flap entry and closure<sup>3</sup></li> <li>- osseous graft<sup>3</sup></li> <li>- guided tissue regeneration including biologic materials</li> <li>- pedicle tissue graft procedures<sup>3</sup></li> <li>- free soft tissue grafts<sup>3</sup></li> <li>- connective tissue graft and double pedicle graft<sup>3</sup></li> <li>- bone graft<sup>3</sup></li> <li>- biologic materials to aid in soft and osseous tissue regeneration<sup>3</sup></li> <li>- distal or proximal wedge procedures<sup>3</sup></li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Periodontic Services (Surgical) <i>continued</i> <ul style="list-style-type: none"> <li>- soft tissue allografts<sup>3</sup></li> <li>- crown exposure</li> <li>- crown lengthening<sup>4</sup></li> </ul> </li> <li>• General anesthesia (medically necessary)</li> <li>• Limited oral evaluation</li> <li>• Restorations <i>one per tooth every two calendar years</i></li> <li>• Pin retention</li> <li>• Palliative treatment</li> <li>• Dry socket treatment</li> <li>• Repair and re-cement of dentures, bridges, crowns, inlays/onlays and cast restorations</li> <li>• Emergency oral examinations</li> <li>• Consultation with dental consultant (medically necessary) Pre-formed crowns<sup>2</sup></li> <li>• Temporary crown (within 72 hours of accident)</li> <li>• Endodontic services (Non-surgical)               <ul style="list-style-type: none"> <li>- pulp cap</li> <li>- vital pulpotomy<sup>4</sup></li> <li>- pulpal therapy<sup>4</sup></li> <li>- pulpal debridement<sup>4</sup></li> <li>- root canal therapy (treatment plan, x-rays, clinical procedures and follow up care)</li> <li>- retreatment of previous root canal therapy covered <i>after six months when performed by a different provider</i></li> <li>- apexification</li> </ul> </li> <li>• Endodontic Services (Surgical)               <ul style="list-style-type: none"> <li>- apicoectomy<sup>4</sup></li> <li>- retrograde filling<sup>4</sup></li> <li>- bone graft<sup>4</sup></li> <li>- biologic materials to aid in soft/osseous tissue regeneration in connection with periradicular surgery<sup>4</sup></li> <li>- guided tissue regeneration<sup>4</sup></li> <li>- periradicular surgery<sup>4</sup></li> <li>- root amputation<sup>4</sup></li> <li>- hemisection<sup>4</sup></li> </ul> </li> </ul>
<b>Coverage C – Complex Restorative Dentistry</b>	
<ul style="list-style-type: none"> <li>• Pontics<sup>2</sup></li> <li>• Retainer (cast metal for resin bonded fixed prosthesis) <i>one every five calendar years</i></li> <li>• Inlays/onlays (used as abutments for fixed bridgework)<sup>2</sup></li> <li>• Inlays/onlay restorations<sup>2</sup></li> <li>• Sedative filling</li> <li>• Crowns<sup>2</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Permanent bridge installation <i>one every five calendar years</i></li> <li>• Dentures – full and partial <i>one every five calendar years</i></li> <li>• Denture adjustments <i>after six months from the date of installation</i></li> <li>• Denture relining <i>one every three calendar years</i></li> <li>• Post and core</li> <li>• Core buildup</li> </ul>
<b>Coverage D – Orthodontic Dentistry (NOT COVERED)</b>	
<ul style="list-style-type: none"> <li>• Surgical access, exposure or immobilization (unerupted teeth)</li> <li>• Placement of device to facilitate eruption (impacted teeth)</li> <li>• Diagnostic casts <i>one every two calendar years</i></li> <li>• Orthodontic appliances (initial and subsequent installations)</li> </ul>	<ul style="list-style-type: none"> <li>• Cephalometric x-rays</li> <li>• Extractions</li> <li>• Casts and models</li> </ul>

## APPENDIX E (Page 2)

# OPTION 5

### Schedule of Benefits Summary

Covered Services are reimbursed based on the Allowable Charge. BlueCross and BlueShield of Nebraska In-Network Providers have agreed to accept the benefit payment as payment in full, not including deductible, coinsurance and/or copay amounts and any charges for non-covered services, which are the Covered Person's responsibility. That means that In-Network providers, under the terms of their contract with BlueCross and BlueShield, can't bill for amounts over the Contracted Amount. Out-of-Network Providers can bill for amounts over the Out-of-Network Allowance.

Payments for Services	In-Network Provider	Out-of-Network Provider
<b>Deductible</b> (the amount the covered person pays each calendar year for combined covered services before the coinsurance is payable)		
Individual	\$25	\$50
Family	\$50	\$100
Calendar year deductible applies to the following coverage benefits	B & C Services	B & C Services
<b>Coinsurance Benefits</b> (% covered person pays)		
Coverage A (Preventive and Diagnostic)	0%	20%
Coverage B (Maintenance, Simple Restorative, Oral Surgery)	0%	20%
Coverage C (Complex Restorative, Periodontics and Endodontics)	0%	20%
Coverage D (Orthodontic Dentistry)	Not Covered	Not Covered

## **APPENDIX F PROBLEM-SOLVING PROCEDURE**

Section G.1 - Explanation: The procedures set forth in this Appendix are not part of the negotiated agreement between the Adams County School District No. 18 and the Hastings Education Association. These procedures are part of the Policies, Regulations, and Bylaws of the Hastings Public Schools. These procedures are set forth here only for the information of employees covered by this Agreement. No provisions of these procedures are subject to negotiations or Article 4 of this Agreement.

Section G.2 - Employee Complaints: A complaint is an assertion by an employee that there has been a violation, misinterpretation, or inequitable application of District policies, regulations, and procedures; existing laws; or other actions that adversely and directly affect the employee personally and/or his/her job performance.

Grievances regarding the misinterpretations, misapplication, or violation of the provisions of negotiated agreements between the Board of Education and the Hastings Education Association shall be resolved through a grievance procedure established specifically for that purpose.

It is the intent of this procedure that employee complaints will be identified and corrected at the earliest possible time and at the lowest level of supervision.

Complaint processing should be viewed as a positive and constructive effort, which seeks to establish the facts upon which the complaint is based and to come to a fair conclusion.

The employee filing a complaint must personally participate in the problem-solving procedure. An employee may bring a representative with him/her at each step of the procedure.

There will be no reprisals against an employee who files a complaint.

The employee has the right to withdraw the complaint at any time.

### Section G.3 - Procedures:

1. Level 1: An employee will present a complaint orally and informally to his/her immediate supervisor. If the complaint is not promptly resolved, it must be put in written form using the Employee Complaint Form and submitted to the immediate supervisor.

Within three (3) working days of receiving the complaint, the immediate supervisor will render a decision, in writing, to the employee who filed the complaint.



2. Level II: Within three (3) working days after receiving the written decision at Level I, the employee may appeal the decision, in writing, to the appropriate Central Office administrator.

Within five (5) working days, the Central Office administrator will meet with the employee, discuss the complaint, and render a written decision. A copy of the decision will be sent to the employee and his/her immediate supervisor.

3. Level III: Within three (3) working days after receiving the decision at Level II, the employee may appeal the decision, in writing, to the Superintendent of Schools. If the complaint was filed with the Superintendent of Schools at Level II, then Level III will be eliminated in the procedure.

Within five (5) working days of receipt of the written complaint, the Superintendent of Schools will meet with the employee, discuss the complaint, and render a written decision. A copy of the written decision will be sent to the employee and to his/her immediate supervisor.

4. Level IV: Within three (3) working days after receiving the written decision at Level III, the employee may appeal the written decision to the Board of Education. The President of the Board of Education will then determine whether the Board's Executive Committee or the full Board of Education will meet with the employee to discuss the complaint.

Within twenty (20) working days after receipt of the appeal, the Board of Education will render a decision on the appeal. A copy of the written decision will be sent to the employee and the immediate supervisor.

If the Executive Committee meets with the employee, then the Committee will make a recommendation to the Board of Education for resolving the problem. The full Board of Education will then consider the recommendation of the Executive Committee and render a decision.

The decision of the Board of Education will be the final step in the problem-solving procedure.

## **APPENDIX G FAMILY AND MEDICAL LEAVE ACT**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

Reasons for Taking Leave: Unpaid leave must be granted for any of the following reasons:

- \* to care for the employee's child after birth, or placement for adoption or foster care.
- \* to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- \* for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

Advance Notice and Medical Certification: The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- \* The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- \* An employer may require medical certification to support a request for leave because of a serious health condition and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

Job Benefits and Protection:

- \* For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."
- \* Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- \* The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Unlawful Acts by Employers: FMLA makes it unlawful for any employer to:

- \* interfere with, restrain, or deny the exercise of any right provided under FMLA;
- \* discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement:

- \* The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- \* An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

# APPENDIX H

## *Hastings Public Schools Declination of Offer to Enroll in Health Insurance Program*

I, \_\_\_\_\_, knowingly and voluntarily decline to enroll or participate in the Hastings Public School District's (the "District") health insurance. Instead, I knowingly and voluntarily elect to accept a cash-in-lieu or "opt-out" payment of \$3,300 (the "Cash-in-Lieu Payment"). In doing so, I swear and affirm, that the following are true and accurate:

1. I understand that, by declining to enroll in the District's health insurance, I may be assessed taxes, penalties or fines by the IRS for failing to have health insurance but, knowing this, I nevertheless decline to enroll in the District's insurance plan.

2. I, along with all other individuals for whom I reasonably expect to claim a personal exemption deduction for the taxable year or years that begin or end in or with the District's plan year to which the Cash-in-Lieu Payment arrangement applies (my "expected tax family") have or will have minimum essential coverage (other than coverage in the individual market, whether or not obtained through the Marketplace) during the period of coverage to which the Cash-in-Lieu Payment arrangement applies.

3. I understand that the District will not, under any circumstance, make any Cash-in-Lieu Payment to me if the District knows or has reason to know that I, or any other member of my expected tax family, do not have or will not have the alternative coverage.

4. I understand that, by declining to enroll in the District's health insurance program and, instead, electing to receive a Cash-in-Lieu Payment, that, subject to limited circumstances, I may not be eligible to enroll in the District's health insurance after the District's annual open enrollment period ends. I further understand and acknowledge that, if I lose my health insurance from the alternative source after the District's annual open enrollment period ends, I may not be able to enroll in the District's health insurance until the District's subsequent annual open enrollment period. Notwithstanding the foregoing, I still voluntarily and knowingly desire to forego health insurance through the District and elect to receive a Cash-in-Lieu Payment.

5. I recognize that, if the District is ever fined or penalized under the Affordable Care Act as a result of my declination to enroll in the District's health insurance, then the District, in its discretion, may refuse to allow me to receive a Cash-in-Lieu Payment in the future.

6. If any of the statements in this document are not true or accurate, then I will inform the District before signing the document. If any of the statements in this document become untrue or inaccurate in the future, I agree to advise the District as soon as I am reasonably able to do so.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
[Print Your Name]

\_\_\_\_\_  
[Sign Your Name]