

Negotiations

Wednesday, October 30, 2024 6:30 PM

SEM School Library

205 E 5th Avenue

Sumner, NE 68878

1. Declaration of Intend – Open Meetings Act
Notice of the meeting was posted to the SEM Mustang school website, SEM Facebook, Elm Creek Beacon, and over the school reach notification system for the Negotiations meeting with the Full Board of Education to be held on October 30 at 6:30 P.M. The agenda was available on the SEM Mustang school website and available in the Superintendent's Office. All proceedings hereafter as shown were taken while the convened meeting was open to the attendance of the public, unless noted as executive session. This meeting was conducted in accordance with the Open Meetings Act, Chapter 84, Article 14 posted in the School Library.
2. Call to Order
 - 2.1. Pledge of Allegiance
 - 2.2. Roll Call of Members
 - 2.3. Recognition of SEM EA Negotiation Team Members
 - 2.4. Recognition of Public Wishing to Address the Board
3. Business Items

Items 3.1-3.7 may be in executive session

 - 3.1. Collective Bargaining - Ground Rules

Ground Rules need to be established.
Last year the 2 rules we created were:

 - 1) Treat everyone with respect
 - 2) Set future meetings at least 2 weeks in advance
 - 3.2. Collective Bargaining - Negotiations Timelines
 - 3.3. Collective Bargaining - Array of Schools
 - 3.4. Collective Bargaining - Current 2023-2024 Financial Package Placement
 - 3.5. Collective Bargaining - Listing of Teacher Placement & Insurance

3.6. Collective Bargaining - Topics SEM EA want to Negotiate

3.7. Collective Bargaining - Topics SEM Board want to Negotiate

4. Adjourn

Collective Bargaining

- Under Nebraska’s collective bargaining laws, bargaining must begin on or before November 1. There are several things you should start now to be prepared for negotiations.
- Nail down your array. Remember, CIR rules use the two criteria of size and distance. Schools in your array must be no more than half and no more than double your enrollment. From there, you expand out a perfect circle from your school until you have somewhere from 7-13 (ish) schools inside the circle. That’s your array. It’s also important to remember that the CIR will set your array based on these criteria, irrespective of whether the school board and the education association agree on a different array. Again, we recommend against getting creative.
- Gather up negotiated agreements from your array schools. Things are happening fast as more and more schools use the bargaining process to find creative ways to attract and retain staff. Items that were not prevalent practices even a couple of years ago (like switching to PTO) may be now. The only way to know for sure is to look at the agreements from your array schools.
- Review your agreement, and consider if you’d like your school attorney to review it. We don’t think you need a lawyer to review your negotiated agreement every year, but it’s a good investment to have it reviewed every few years to make sure it remains lawful and consistent with CIR rules and labor laws. Most agreements that we review have several items that can be clarified or improved and that are not necessarily “fighting issues” with the education association.
- Make sure your comparability analysis is where it needs to be. Who the heck knows what the Unicameral is going to do with school funding in the next 365 days?! What will another year of significant teacher shortages mean for compensation increases? Do retention or hiring bonuses “count” in total compensation for bargaining purposes? Of all years, this is the one to make sure you are confident in your comp study.
- One common question is how to handle situations where a board member may have a conflict of interest, such as a spouse who teaches for the school. The Nebraska Accountability and Disclosure Commission’s interpretation goes like this: A board member who has a spouse who is a member of the bargaining unit has a conflict of interest that prevents the board member from negotiating a tentative collective bargaining agreement. However, that same board member may vote to approve the CBA if the board member had no role in formulating the CBA, the classifications apply to all employees within that classification, and the CBA does not single out his or her spouse for special action. Also, a board member who is a coach has a conflict of interest that prevents him or her from negotiating a collective bargaining agreement and from voting on the CBA. Possible conflicts arise when a board member is acting on a contract that will affect a member of their “immediate family,” which includes their spouse, a child living in their household, or an individual claimed as a dependent for tax purposes.
- Finally, make sure you are prepared for making and responding to initial offers by November 1. Constructing a lawful array, assessing prevalent items, knowing your comparability, and negotiating over only appropriate subjects of bargaining should all come together in real-time. Don’t fall into the trap of assuming it’ll just be about salary this year. We expect many boards and local associations will propose some unique items this fall. Remember that only items actually bargained in good faith are ripe for resolution/CIR intervention.

Negotiations Timeline

November 1st Negotiations must have begun. You must conduct at least 4 negotiations sessions by February 8, unless you settle prior to the need for 4 sessions.

February 8th If the board and teachers have not reached agreement, the parties must submit to a resolution officer for fact finding and/or mediation.

March 25th The fact finding/resolution process must be concluded.

September 15th The Commission must render its decisions.

*Negotiations, mediation, and fact finding must end on or before March 25th of the year before the contract year in question.

Schools used in Array 23/24

Amherst	15 miles
Ansley	24 miles
Bertrand	30 miles
Elm Creek	17 miles
Elwood	31 miles
Overton	15 miles
Pleasanton	22 miles
Ravenna	30 miles

Schools suggested for used in Array 24/25

Amherst	15 miles
Ansley	24 miles
Bertrand	30 miles
Elm Creek	17 miles
Elwood	31 miles
Litchfield	23 miles
Overton	15 miles
Pleasanton	22 miles

Number of Teacher's in Each Step and Column

2024-2025 Base \$38,320

STEP	BA	BA+9	BA+18	BA+27	BA+36	BA+45/MA	MA+9	MA+18
1								
2	1							
3	1	1						
4	1	1						
5	1							
6								
7		1						
8	2					1		
9		1				1	1	
10						1		
11			2		1			
12				1				
13						1		
14						3	1	4

Current 2024-2025 Salary per teacher - Step and Column

Current 2024-2025 Base \$38,320

STEP	BA	BA+9	BA+18	BA+27	BA+36	BA+45/MA	MA+9	MA+18
1								
2	\$39,948.60							
3	\$41,577.20	\$43,205.80						
4	\$43,205.80	\$44,834.40						
5	\$44,834.40							
6								
7		\$49,720.20						
8	\$49,720.20					\$57,863.20		
9		\$52,977.40				\$59,491.80	\$62,749.00	
10						\$61,120.40		
11			\$57,863.20		\$61,120.40			
12				\$67,120.40				
13						\$66,006.20		
14						\$67,634.80	\$69,263.40	\$70,892.00

Base \$38,320

STEP	BA	BA+9	BA+18	BA+27	BA+36	BA+45/MA	MA+9	MA+18
1								
2	Brianna Hanson							
3	Emily Kintworth	Marissa Eggleston						
4	Emme Brown	McKenna Unick						
5	Colleen Martin							
6								
7		Luke Browne						
8	Tiffany Claffin Dietrick Meyer					Haley Wiseman		
9		James Beavers				Tiffany Trampe	Holly Sindt	
10						Erika Kappel		
11			Lana Schroeder Scott Williams		Katie Hotham			
12				John Rohde				
13						Laurie Smith		
14						Justin Bosak Jones Lois McKenzie	Deb Lois McKenzie Tierra Bowie	Tammy Kenton John McArthur Angela Ourada Jean Pierce

**Article VI.
SALARY SCHEDULE**

BASE SALARY

\$38,320.00 4.25 VERTICAL (EXPERIENCE)

4.25% HORIZONTAL (EDUCATION/GRADUATE HOURS)

<u>Steps</u>	<u>EXP</u>	<u>BA</u>	<u>BA+9</u>	<u>BA+18</u>	<u>BA+27</u>	<u>BA+36</u>	<u>BA+45/MA</u>	<u>MA+9</u>	<u>MA+18</u>
1	0	1.0000 \$38,320.00	1.0425 \$39,948.60	1.0850 \$41,577.20	1.1275 \$43,205.80	1.1700 \$44,834.40	1.2125 \$46,463.00	1.2550 \$48,091.60	1.2975 \$49,720.20
2	1	1.0425 \$39,948.60	1.0850 \$41,577.20	1.1275 \$43,205.80	1.1700 \$44,834.40	1.2125 \$46,463.00	1.2550 \$48,091.60	1.2975 \$49,720.20	1.3400 \$51,348.80
3	2	1.0850 \$41,577.20	1.1275 \$43,205.80	1.1700 \$44,834.40	1.2125 \$46,463.00	1.2550 \$48,091.60	1.2975 \$49,720.20	1.3400 \$51,348.80	1.3825 \$52,977.40
4	3	1.1275 \$43,205.80	1.1700 \$44,834.40	1.2125 \$46,463.00	1.2550 \$48,091.60	1.2975 \$49,720.20	1.3400 \$51,348.80	1.3825 \$52,977.40	1.4250 \$54,606.00
5	4	1.1700 \$44,834.40	1.2125 \$46,463.00	1.2550 \$48,091.60	1.2975 \$49,720.20	1.3400 \$51,348.80	1.3825 \$52,977.40	1.4250 \$54,606.00	1.4675 \$56,234.60
6	5	1.2125 \$46,463.00	1.2550 \$48,091.60	1.2975 \$49,720.20	1.3400 \$51,348.80	1.3825 \$52,977.40	1.4250 \$54,606.00	1.4675 \$56,234.60	1.5100 \$57,863.20
7	6	1.2550 \$48,091.60	1.2975 \$49,720.20	1.3400 \$51,348.80	1.3825 \$52,977.40	1.4250 \$54,606.00	1.4675 \$56,234.60	1.5100 \$57,863.20	1.5525 \$59,491.80
8	7	1.2975 \$49,720.20	1.3400 \$51,348.80	1.3825 \$52,977.40	1.4250 \$54,606.00	1.4675 \$56,234.60	1.5100 \$57,863.20	1.5525 \$59,491.80	1.5950 \$61,120.40
9	8		1.3825 \$52,977.40	1.4250 \$54,606.00	1.4675 \$56,234.60	1.5100 \$57,863.20	1.5525 \$59,491.80	1.5950 \$61,120.40	1.6375 \$62,749.00
10	9			1.4675 \$56,234.60	1.5100 \$57,863.20	1.5525 \$59,491.80	1.5950 \$61,120.40	1.6375 \$62,749.00	1.6800 \$64,377.60
11	10			1.5100 \$57,863.20	1.5525 \$59,491.80	1.5950 \$61,120.40	1.6375 \$62,749.00	1.6800 \$64,377.60	1.7225 \$66,006.20
12	11				1.5950 \$61,120.40	1.6375 \$62,749.00	1.6800 \$64,377.60	1.7225 \$66,006.20	1.7650 \$67,634.80
13	12					1.6800 \$64,377.60	1.7225 \$66,006.20	1.7650 \$67,634.80	1.8075 \$69,263.40
14	13						1.765 \$67,634.80	1.8075 \$69,263.40	1.85 \$70,892.00

<u>Beavers, James</u>	E (Employee-Only)
<u>Bosak, Justin</u>	ESC (Employee + Family)
<u>Bowie, Tierra</u>	ESC (Employee + Family)
<u>Brown, Emme</u>	E (Employee-Only)
<u>Browne, Luke</u>	ES (Employee + Spouse)
<u>Clafin, Tiffany</u>	ESC (Employee + Family)
<u>Eggleston, Marissa</u>	ES (Employee + Spouse)
<u>Hanson, Brianna</u>	ES (Employee + Spouse)
<u>Hothem, Katie</u>	ESC (Employee + Family)
<u>Jones, Deb</u>	ES (Employee + Spouse)
<u>Kappel, Erika</u>	ESC (Employee + Family)
<u>Kenton, Tammy</u>	ES (Employee + Spouse)
<u>Klintworth, Emily</u>	ES (Employee + Spouse)
<u>Martin, Colleen</u>	ESC (Employee + Family)
<u>McArthur, *John</u>	ESC (Employee + Family)
<u>Mckenzie, Lois</u>	E (Employee-Only)
<u>Meyer, Dietrick</u>	Cash / Opt Out
<u>Ourada, Angela</u>	ESC (Employee + Family)
<u>Pierce, Jean</u>	ESC (Employee + Family)
<u>Rohde, John</u>	EC (Employee + Children)
<u>Schroder, Lana</u>	ESC (Employee + Family)
<u>Sindt, Holly</u>	Cash / Opt Out
<u>Smith, Laurie</u>	ESC (Employee + Family)
<u>Trampe, Tiffany</u>	ESC (Employee + Family)
<u>Unick, McKenna</u>	E (Employee-Only)
<u>Williams, Scott</u>	ESC (Employee + Family)
<u>Wiseman, Haley</u>	E (Employee-Only)

