

Board of Education Special Meeting
Monday, February 21, 2022 5:30 PM
HS Computer Lab
802 Highland Street
Wakefield, NE 68784

1. Opening Procedures
 - 1.1. Call to Order
 - 1.2. Open Meetings Act
 - 1.3. Pledge of Allegiance
 - 1.4. School District Mission Statement
 - 1.5. Roll Call
2. Approval of Agenda
3. Discussion and Action Items
Brown
 - 3.1. Discuss and take appropriate action on the Negotiated Agreement for the 2022-2023 and 2023-2024 school years as negotiated with the WEA.
Chairperson Keagle, Supt. Farup
4. Adjournment

**WAKEFIELD EDUCATION ASSOCIATION
AND
The WAKEFIELD BOARD OF EDUCATION
Tentative Agreement for the
2022-2023 and 2023-2024**

The following terms and conditions of employment are hereby agreed upon by the members of the Wakefield Education Association and the Wakefield board of Education as attested to by their duly appointed representatives.

1. The base salary for the 2022-2023 year will increase \$750 to \$39,140 for a 185-day regular contract plus the **option** of two (2) additional per diem professional development days.
2. The base salary for the 2023-2024 year will increase \$850 to \$39,990 for a 185-day regular contract plus the **option** of two (2) additional per diem professional development days. 2023-2024 base salary may be recalculated based on increase in insurance costs. If insurance costs fall below 4%, then the base salary will be increased by \$100. If insurance costs fall above 7%, the base salary will decrease by \$100.
3. EHA \$1,050/\$3,800/3,600 (HSA) health insurance benefits.
4. BC/BS Dental coverage at "single" or "employee" rate. Coverage is PPO - 100% A, 75% B with 50% C.
5. Cash-in-lieu of health insurance is \$5,300 annually.
6. The district will provide every certified employee with a \$50,000 term life policy with accidental death and dismemberment with continued insurability to age 70. Seniors at age 70 will have a guaranteed life option conversion at a higher rate.
7. Increase all High School Assistant Coaches and Head Golf extra duty pay to the same level as Speech and Instrumental/Vocal Music - 8% starting rate increasing to 10% rate over a seven-year time frame.
8. Increase all JH Head Coaches and Assistant Boys/Girls Golf extra duty pay to the same level as FCCLA, FBLA, and Skills USA - 5% starting rate increasing to 7% rate over a seven-year time frame.
9. Increase all JH Assistant Coaches extra duty pay to the same level as NHS, Art Club, and NTHS - 3% starting rate increasing to 5% rate over a seven-year time frame.
10. Addition to Extra Duty Schedule:
 1. Head Strength and Conditioning Coach beginning at 8% of the base and increasing to 10% over a 7-year time frame.
 2. Cheer/Spirit Squad Coach, Color Guard Coach, Livestream/Broadcast Coordinator, HAL Program Coordinator, Communications Coordinator, Department Coordinator(s), & SAT Team Coordinator(s) beginning at 4% of the base and increasing to 6% over a 7-year time frame.
11. Change to the Extra Duty Schedule: Summer Weightlifting will be changed to: Weightroom/Conditioning supervision and/or assisting the Head Strength and Conditioning Coach will be paid to staff or other individuals at a rate of \$12 an hour. The budget for this expenditure cannot exceed 10% of the base salary. The Head Strength and Conditioning Coach is responsible for reporting and managing this budget item.
12. Change to Article VII, Section B, Subsection 2, Item c: One day of sick leave may be used per school year as bereavement leave to attend the funeral of the staff member's choice. Item c will become Item d with the following edit: After all bereavement days have been expended.

13. The addition to the negotiated agreement: Article III, Subsection B: The association's and an employee's use of district property and communication systems shall comply with all state and federal laws, including the Nebraska Political Accountability and Disclosure Act (NEB. REV. STAT. § 49-1401 through § 49-14,142).
14. Removal of the "Voluntary Contribution of Sick Leave" program and additional language added to Article VII, Section B, Subsection 1 to include:
 - a. Staff returning from maternity leave or adoption and have used all available sick leave/personal days may request up to five (5) days from the Wakefield Community School Superintendent/Board of Education for illness and well-baby checkups.
 - b. The Wakefield Community School Superintendent/Board of Education reserves the right to grant additional sick leave days to any certificated employee of Wakefield Community School due to extraordinary circumstances as per FMLA qualifying event and guidelines.
15. The addition of Article VIII, Section G: Each teacher new to the district will be eligible for up to 10 days to prepare for their new assignment. Work such as establishing curriculum, preparing assessments, setting up classrooms and the like, will be considered appropriate classroom preparation. These days must be completed prior to the first teacher contract day, time must be approved by a supervisor, and signed documentation must be submitted for payroll. These days would be compensated on the following per diem basis - base salary divided by 185 days multiplied by number of "onboarding days" and then multiplied by index of staff member.
16. Article VIII, Section A: Add "disability" to the list of categories. Remove "creed" and "domicile".
17. Addition of Article V, Section H: Safety Committee: The Superintendent may appoint members of the staff to serve on the safety committee as appropriate and as required by law.
18. Addition of: Joint Preparation and Construction: This Negotiated Agreement is the product of a collectively bargained negotiation, and all parties have cooperated in the drafting and preparation of the Agreement. Thus, this Negotiated Agreement should not be construed for or against any party.
19. Addition of Article IV: Management Rights – see attached example. **Modified Agreement reached by NSEA Legal Representative Scott Norby and Steve Williams, school district attorney from KSB on Wednesday, February 16, 2022.**
20. Addition of Article IX - Waiver of Bargaining Rights and Amendment to Agreement/Zipper Clause – see example. **Modified Agreement reached by NSEA Legal Representative Scott Norby and Steve Williams, school district attorney from KSB on Wednesday, February 16, 2022.**

19. Addition of Article IV: Management Rights – **Modified Agreement reached by NSEA Legal Representative Scott Norby and Steve Williams, school district attorney from KSB on Wednesday, February 16, 2022.**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the District, including, but not limited to, the rights, under its sole and exclusive judgment and discretion:

1. to reprimand, suspend, discharge, or otherwise discipline employees;
2. to determine the number of employees to be employed;
3. to hire employees, determine their qualifications, and assign and direct their work;
4. to promote, demote, transfer, and recall to work;
5. to suspend, discharge, or discipline employees as provided by statute;
6. to set the standards of productivity and the services to be rendered;
7. to maintain the efficiency of operations;
8. to determine the personnel, methods, means, and facilities by which operations are conducted;
9. to set the starting and quitting time and the number of hours to be worked;
10. to set the school calendar;
11. determine class sizes;
12. to use independent contractors to perform work or services;
13. to subcontract, contract out, close, or relocate the District's operations or any part thereof subject to the requirements of the Nebraska Industrial Relations Act.
14. to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service;
15. to control and regulate the methods, materials, processes, curriculum, and equipment and other property of the District;
16. to determine which extracurricular activities may be supported or sponsored;
17. to determine the number, location and operation of departments, divisions, and all other units of the District;
18. to issue, amend and revise policies, rules, regulations, and practices;
19. and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the District and to direct the District's employees.

The District's failure to exercise any right, prerogative, or function hereby reserved to it, or the District's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the District's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

20. Addition of Article IX - ~~Waiver of Bargaining Rights and Amendment to Agreement or Zipper Clause~~ example. **Agreement reached by NSEA Legal Representative Scott Norby and Steve Williams, school district attorney from KSB on Wednesday, February 16, 2022.**

~~During the negotiations resulting in this Agreement, the District and the Association each had the unlimited right and opportunity to make demands and proposals regarding any subject matter as to which any state or federal law imposes an obligation to bargain, including but not necessarily limited to, the Industrial Relations Act (NEB. REV. STAT. §§ 48-801 through 48-839). Except as specifically set forth elsewhere in this Agreement, the District expressly waives its right to require the Association to negotiate, and the Association expressly waives its right to require the District to negotiate over all matter as to which state or federal law imposes an obligation to bargain, whether or not:~~

- ~~(a) such matters are specifically referred to in this Agreement;~~
- ~~(b) such matters were discussed between the District and the Association during the negotiations which resulted in this Agreement;~~
- ~~(c) such matters were within the contemplation or knowledge of the District or the Association when this Agreement was negotiated and executed.~~

~~This Agreement contains the entire understanding, undertaking, and agreement of the District and the Association, after exercising the right and opportunity referred to in the first sentence of this section, and finally determines all matters of collective bargaining for its terms. Changes to this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the District and the Association.~~

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the term of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject matter negotiated or that could have been negotiated by the parties before the execution of the Agreement, whether or not contained in the Agreement.

Board of Education

Wakefield Education Association

Board President

WEA President

Labor Relations

WEA Representatives

