

Summary of Changes for the State of Nebraska and SCATA 2025-2027 Labor Contract

The following are changes in the 2025-2027 Labor Contract between the State of Nebraska and SCATA which will become effective July 1, 2025. Please contact DAS Employee Relations with any questions regarding the application and/or interpretation of these or any provisions.

Wages

- On July 1, 2025, the base salary will be increased by three percent (3%).
 - A MA+45/Doctorate column will be added to the salary schedule. Teammates will move horizontally into the column pursuant to the provisions of the contract.
- On July 1, 2026, the base salary will be increased by three percent (3%).

Substantive Changes

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| General | Dates updated throughout contract. |
| Article 6.3.1 | Teachers may receive additional pay for extra time worked when required by DHHS. |
| Article 6.8 | Specifies that summer teachers will be compensated at the daily rate as determined by the SCATA salary schedule. |
| Article 6.13 | Requires the employer to meet with any teacher that is notified that their contract is not being renewed. |
| Article 8.3, 8.17 | Allows teachers to use up to two sick days per year for inclement weather. |
| Article 8.15 | Personal Leave may be used in quarter-hour increments. Summer teachers earn one additional day of Personal Leave. |
| Article 8.15.1 (new) | Employer must provide reasonable opportunity for a teacher to use Personal Leave. If a reasonable request has been denied and the leave is subject to forfeiture, the employer will pay the teacher the equivalent amount. |
| Article 8.15.2 (new) | Personal Leave will be paid out when a teacher leaves employment with the State. |
| Article 8.19 | Session schedule update. |

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| Article 8.19.1 (new) | Two DHHS SCATA Board members will proofread the DHHS calendar before it is published. |
| Article 8.23 (new) | Added Injury Leave when a teacher is injured or sick as a result of their employment. |
| Article 12.4 | A teacher's annual contract will state their level of education, new step on the salary schedule, number of credit hours, and years of service. |

- 6.3.1 For DHHS teachers, any time that Management requires teachers to work outside of the scheduled 8 hour workday, or any time worked on non-contract days, time will be compensated in time off or in additional pay at the rate of one hour for each hour worked. DCS teachers can be required to flex their schedule in a work week to prevent the teacher from working more than the teacher's regularly scheduled hours in a work week.
- 6.8 Optional extended employment to teach in the summer programs may be offered to teachers employed for the regular school year. Full-time bargaining unit teachers will be compensated at their daily rate of pay determined by the SCATA salary schedule. Part-time bargaining unit teachers will be compensated at a prorated, apportioned rate in relation to their time contracted. This include both planning and lunch breaks. Bargaining unit teachers shall be notified of Management's decision concerning extended summer employment by March 1st of each year. Those bargaining unit teachers not offered summer employment shall be provided the opportunity, upon request, for consultation with the appropriate administrator. Such consultation shall include justification for Management's decision. Such decisions shall not be based on Management's ability to hire non-bargaining unit teachers at a lesser rate.
- 6.13 At least 90 calendar days before the end of the individual contract period, each teacher shall be notified in writing that the Employer is considering nonrenewal of his/her contract, or provided a letter of intent to continue employment. Any teacher offered a letter of intent to continue employment shall respond within 15 working days of receipt of the letter. Failure to respond within the specified fifteen workdays shall constitute rejection of the renewal offer. The Employer shall meet with any teacher notified their contract is not being renewed.
- 8.3 Teachers are entitled to use sick leave under the following situations:
- a. When unable to perform duties because of sickness, injury, or disability.
 - b. When undergoing medical, surgical, dental, and optical examinations or treatments, which the employee is unable to schedule during other than work hours.
 - c. When presence at work would jeopardize the health of others by exposing them to a contagious disease.
 - d. When the illness, injury, or disability of an immediate family member requires the employee's presence. Immediate family in this case means spouse, children, siblings, or parents and others bearing the same relationship to the teacher's spouse. At the Agency Head and/or his/her Designee's discretion, with input from the immediate supervisor, the definition of immediate family may be expanded to include other individuals with a similar personal relationship to the employee as that of an immediate family member.
 - e. In conjunction with an approved leave under the FMLA.

f. For inclement weather, as provided in Article 8.17

8.15 Personal Leave. Teachers are entitled to three (3) days of paid personal leave per school year. Teachers may carry over one (1) personal day per year. Use of these days will be at the discretion of the teacher. Application for such leave shall be made at least one (1) week in advance, if possible, to the teacher's immediate supervisor. Approval shall not be unreasonably withheld. Personal leave may be used in quarter ~~half~~ hour increments. Teachers who accept a summer school contract shall retain their unused leaves through the life of the summer contract.

Full time summer teachers will receive one (1) additional day of personal leave during the summer contract. The day earned in the summer may be retained through the next school year, but no further. This retention is in addition to the one personal day that teachers may carry over per year.

8.15.1 Balancing of Personal Leave: It is the responsibility of the head of an employing agency to provide reasonable opportunity for a State employee to use rather than forfeit accumulated Personal leave. If a State employee makes a reasonable written request to use Personal leave before the leave must be forfeited under this section and the employing agency denies the request, the employing agency shall pay the State employee the case equivalent of the amount forfeited Personal leave that was requested and denied. Such cash payment shall be made within thirty days after the requested and denied Personal leave is forfeited under this section.

8.15.2 Personal Leave Payment: Employees who leave employment shall be paid for any unused accumulated Personal leave earned, calculated on their based hourly rate. Pay for the unused accumulated Personal leave shall be in a lump sum addition to the employee's last paycheck.

8.17 **Weather Leave.** Teachers are entitled to leave due to inclement weather as provided in the current Governor's policy pertaining to such leave. In addition, teachers may use up to two (2) days of sick leave per year of the Contract for inclement weather.

8.19 LRC will hold school year round. Teachers at LRC will work 188 days during the contract year. The school year will be divided into five segments (Sessions 1-5) consisting of 47 school days. Each teacher will be assigned to work four of the five segments. The determination of which segments a teacher will be assigned to work shall be established by State seniority. Management, at its discretion, will include days on which all teachers will be on leave (for example Winter break, Spring Break, etc.). These days do not count toward the 188 contract days.

At DCS Teachers will be on leave on the twelve statutory holidays and on any day declared as a holiday by the President or the Governor. These days are considered non contract days.

Teacher Vacation Session Schedule For LRC 2025-2026 2023-2024 (Morton School and NYA)

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| <u>Session 1</u> | <u>7-2-25</u> | - | <u>9-4-25</u> |
| <u>Session 2</u> | <u>9-9-25</u> | - | <u>11-10-25</u> |
| <u>Session 3</u> | <u>11-13-25</u> | - | <u>1-30-26</u> |
| <u>Session 4</u> | <u>2-4-26</u> | - | <u>4-14-26</u> |
| <u>Session 5</u> | <u>4-17-26</u> | - | <u>6-19-26</u> |

Teacher Vacation Session Schedule For LRC 2026-2027 2024-2025 (Morton School and NYA)

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|------------------|-----------------|---|-----------------|
| <u>Session 1</u> | <u>7-2-26</u> | - | <u>9-4-26</u> |
| <u>Session 2</u> | <u>9-9-26</u> | - | <u>11-10-26</u> |
| <u>Session 3</u> | <u>11-13-26</u> | - | <u>2-1-27</u> |
| <u>Session 4</u> | <u>2-4-27</u> | - | <u>4-14-27</u> |
| <u>Session 5</u> | <u>4-19-27</u> | - | <u>6-21-27</u> |

8.19.1 DHHS Calendar: Administration will allow two DHHS SCATA Board members to proofread the school calendar before it is finished and finalized.

8.23 **Injury Leave:** All employees who are disabled as a result of a job-related injury or disease, which is deemed compensable by Worker's Compensation, may be granted injury leave, pursuant to Neb. Rev. Stat. Sec. 48-119, not to exceed five of the employee's normal working shifts for any particular injury. A working shift is counted even if an employee is absent for any portion of their assigned shift. Disabled shall mean unable to perform the essential functions usually encountered in one's employment due either to an injury/disease or to treatment for an injury/disease.

12.4 Initial placement on the salary schedule shall be in accordance with each teacher's degree level and years of experience, as of the beginning of each school year.

Teachers shall be credited for up to and including twelve (12) years of successful prior teaching experience when initially placed on the schedule. Maximum step placement shall be Step 13. At the Agency Head and/or his/her Designee's discretion, teachers may be credited for more than twelve (12) years of successful prior teaching experience when initially placed on the schedule, and maximum step placement could exceed Step 13.

A teacher's annual personal contract will state their new level of education; new step and column on the salary schedule; their credit hours earned beyond their column on the salary schedule; and their years of service within their agency.