

**MASTER AGREEMENT**

**Between**

**THE OMAHA EDUCATION ASSOCIATION**

**and**

**DOUGLAS COUNTY SCHOOL DISTRICT NO. 0001**

**2015-2016**

**2016-2017**

**2017-2018**



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## I. INTRODUCTION

### A. Certification of the Association

The Omaha Education Association was certified as the exclusive bargaining agent on October 12, 2012, for the purpose of representing the bargaining unit described in the definition section of this agreement.

### B. Terms of Agreement

This three-year agreement is entered into by and between the Board of Education of Douglas County School District No. 0001 and the Omaha Education Association and shall be effective the first day of 2015-2016 employee contract year and remain in effect until the first day of 2018-2019 employee contract year including the years 2015-2016, 2016-2017 and 2017-2018.

Either party may reopen negotiations for the purpose of bargaining modifications of salary and fringe benefits for the 2015-2018 school years only in the following circumstances:

1. Judicial, legislative, or regulatory action, or the petition process results in receipt by the District of funds designated for payment of salaries and fringe benefits for employees covered by this agreement and the District may in fact lawfully spend the funds for the designated purpose or purposes ; or
2. Either party may reopen negotiations for the purpose of bargaining modifications in the contract necessary to implement critical components of joint efforts aimed at improving teacher compensation, professional development, and student achievement.

In the event a negotiated agreement has not been reached, it is understood the provisions including discretionary benefits and salary of the previous contract, will remain in effect until such agreement is replaced by a successor agreement or is amended by a final order of the Commission of Industrial Relations or upon appeal. Provisions of the successor agreement may be retroactive to the beginning of the year. Changes required to federal and state withholdings will be made as mandated by statute or regulations.

In the event that any provision of the Agreement shall become void or illegal during the term of this Agreement, such provisions shall become inoperative, but all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The District and the Association agree to meet at the earliest possible mutually agreeable time for the purpose of negotiations to replace void and illegal provisions.

This Agreement supersedes and cancels all previous collective bargaining agreements between the District and Association unless expressly stated to the contrary herein, constitutes the entire Agreement between the parties and concludes collective bargaining for its term.

## **C. Definitions**

Association - The Omaha Education Association.

District - Douglas County School District No. 0001, State of Nebraska.

Board - The Board of Education of Douglas County School District No. 0001.

Bargaining Unit – The Bargaining Unit is defined as the following positions within the school district: Teacher, Curriculum Specialist, Department Head, Art Therapist, Dean of Students, Elementary Curriculum Specialist, Guidance Counselor, Instruction Facilitator, Music Therapist, Resource Consultant, School Nurse, Student Support, Information Technologist, Media Specialist, Program Facilitator, ROTC Instructor, Speech Language Pathologist, Teacher Associate.

Full-Time Employee - Employees who are employed thirty (30) or more hours per week.

Part-Time Employee - Employees who are employed less than thirty (30) hours per week.

School Year - The officially adopted school calendar.

Official Personnel File - An employee's record maintained by the employer in the Department of Human Resources.

Seniority - The number of years of consecutive employment as a probationary and tenured teacher and/or administrator in the District.

Teacher - Any certificated employee who is employed on a regular basis other than substitute teaching for the instruction of students in Douglas County School District No. 0001.

Lead Teacher- A certificated teaching employee who is employed on a full-time basis and assigned to support instructional needs in critical subject areas and special programs.

Administrator or Supervisor - Any certificated employee such as director, coordinator, principal, assistant principal, or other designated supervisory personnel who does not have as a primary duty the direct instruction of students in the classrooms of Douglas County School District No. 0001 and who is not a member of the bargaining unit.

Regular Teaching Salary – The salary from the teacher’s salary schedule used for this computation shall be the employee’s scheduled salary.

Middle level – Schools that are composed of either seventh through eighth grades, sixth through eighth grades, or fifth through eighth grades.

Contract Year - August 1 to July 31.

**D. Agreement Monitoring**

The District and Association have a mutual responsibility to monitor the administration of the provisions of this Agreement so that all certificated employees covered by its terms receive appropriate compensation and benefits.

**E. Collaboration**

In order to ensure that all professional staff are focused on getting the best results for students, both the District and the Association are committed to developing and maintaining an organizational culture committed to the principles of collaboration during the life of this Agreement and beyond. A culture of collaboration shall reflect a commitment to student achievement, mutual trust and respect, accountability, interest-based problem solving (excluding negotiations unless both parties agree), and development of the mission, values and goals of each school, the District, and the Association. Parties working together with mutual respect, engaging in meaningful and proactive discussions, and a commitment to listen and understand, will create positive and systemic school change leading to better outcomes for all students.

**II. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

The Board of Education and administration reserve and retain all rights to manage the District in order to deliver optimum educational services to students. The Board of Education and administration shall determine:

1. The number, location, and type of facilities.
2. The methods, materials, processes, curriculum, and equipment to be utilized.
3. The scope of service to be performed.
4. The method of service.
5. The school calendar.
6. The class size policy.

In addition, the Board of Education and administration have the right and responsibility to:

7. Contract and subcontract existing and future services related to School District plant operation.
8. Determine whether and to what extent services shall be performed by employees covered by this Agreement.
9. Transfer its services either in whole or in part, from or to any of its employees, facilities, and locations.
10. Determine the number and types of employees assigned to schools, departments, and divisions.



11. Schedule work.
12. Hire, transfer, assign, promote, and demote employees.
13. Maintain order and efficiency.
14. Determine curriculum.
15. Determine which extracurricular activities may be supported or sponsored.
16. Layoff, terminate, or otherwise relieve employees from duty for unsatisfactory performance or other legitimate reasons as provided by statute.
17. Suspend, discharge, or discipline employees as provided by statute.
18. Determine the use of administrative and leadership personnel to perform work.
19. Alter, discontinue, and develop practices/policies as may be necessary for the orderly, efficient, and economical operation of the School District.

The above list of management rights and responsibilities is not all inclusive. The Board and administration reserve all rights and responsibilities not otherwise specifically delegated. In addition, the Board and administration reserve the right to determine all those matters which involve foundational value judgments concerning the educational philosophy of the District and any other rights and responsibilities reserved to the Board of Education and administration by the statutes of the State of Nebraska.

### **III. COMPENSATION AND BENEFITS**

#### **A. Creditable Years of Experience**

##### **1. Experience Inside District**

Effective with the 2015-2016 school year, bargaining unit members will accrue creditable service in half-year, or whole-year, increments. For all purposes, including the adjustment of salaries and the computing of fringe benefits, at least 75 teaching days on duty during the regular school year semester shall be counted as a creditable half-year for all teaching and nursing personnel in the District. An amount equal to, or in excess of, 150 teaching days on duty during the regular school-year shall be counted as a creditable full-year. Any employee on District approved FMLA leave shall have their unpaid leave count towards their accrual of teaching days for the calculation of the length of years of experience. For the purposes of employee retirement, units will be recorded at the completion of each contract year.

Teaching staff on 190 – day contract, will be assigned 190 regular duty days. Teacher leaders will be assigned 199 duty days. Helping and Lead Teachers will be assigned 204 regular duty days.

## 2. Experience Outside District

Employees within the bargaining unit shall, at the time of their employment in the public schools, receive credit on their respective salary schedule for one, two, three, four, five, six, seven, eight, nine or ten years of successful experience in schools whose standards are the same as those of the Omaha Public Schools. However, at the discretion of the Superintendent, or his or her designee, in individual cases involving special qualifications, the credit for experience may be granted for as many as ten years. Those employees employed previous to the 1999-2000 school year were awarded a maximum of seven years' experience.

## **B. Compensation**

The salary schedules, for 2015-2016, 2016-2017, and 2017-2018 are included in the Agreement as Appendix A and shall be implemented under the following terms:

### 1. Effective Date of Salary Schedule

The schedule as titled for each school year, shall become effective on August 1 of the year and all wages earned on or after that date shall be paid according to the corresponding schedule for that contract year.

### 2. Step Placement

Beginning with the 2015-2016 contract year, employees covered by this Agreement will be placed on the next step of the salary schedule beyond their actual creditable years of service with the District and up-to ten years of creditable years of service outside the District. New teachers, with no prior teaching experience will be placed on Step 1.

### 3. Movement on Step

Following initial placement on step in the 2015-2016 contract year, employees covered by this agreement who achieve an additional creditable year of service by July 31, will move on step beginning August 1 for the following contract year. Upon reaching the final step of the salary schedule, movement on step shall cease.

### 4. Salary Increases for Employees beyond the Final Step of the Salary Schedules

Beginning in the 2015-2016 contract year, the final step for the Bachelors, Bachelors Plus Eighteen salary schedule will be Step 15 and the final step for Masters, Masters Plus Thirty and PHD lanes will be Step 18 of the Salary Schedule shown in Appendix A. Employees whose current (2014-2015) salary is beyond the final step of their respective 2015-2016 salary schedule will receive a flat salary increase of \$1,500. In 2016-2017 and in 2017-2018, the final step for the Bachelors, Bachelors Plus Eighteen salary schedule will be Step 15 and the final step for Masters, Masters Plus Thirty and PHD lanes will be Step 20 of the Salary Schedule shown in Appendix A. There will be no additional salary increases in 2016-2017 or 2017-2018 unless the final step of the salary schedule catches

the employee's then current salary, in which case the employee will be placed on the final step of respective salary schedule.

5. Long Service Increment

Bargaining unit members hired prior to September 1, 2001 or who have been grandfathered in to this section under prior contract language, shall receive a long service increment as follows for the 2015-2016 contract year:

Upon completion of 20 years of creditable service with OPS:	\$1,581
Upon completion of 25 years of creditable service with OPS:	\$3,162
Upon completion of 30 years of creditable service with OPS:	\$4,743
Upon completion of 35 years of creditable service with OPS:	\$6,324
Upon completion of 40 years of creditable service with OPS:	\$7,905
Upon completion of 45 years of creditable service with OPS:	\$9,486

Bargaining unit members hired after September 1, 2001 or who have been grandfathered in to this section under prior contract language, shall receive a long service increment as follows for the 2015-2016 contract year:

Upon completion of 15 years of creditable service with OPS:	\$950
Upon completion of 20 years of creditable service with OPS:	\$1,900
Upon completion of 25 years of creditable service with OPS:	\$2,850
Upon completion of 30 years of creditable service with OPS:	\$3,800
Upon completion of 35 years of creditable service with OPS:	\$4,750
Upon completion of 40 years of creditable service with OPS:	\$5,700
Upon completion of 45 years of creditable service with OPS:	\$6,650

Bargaining unit members hired prior to September 1, 2001 or who have been grandfathered in to this section under prior contract language, shall receive a long service increment as follows for the 2016-2017, 2017-2018 contract years:

Upon completion of 20 years of creditable service with OPS:	\$1,581
Upon completion of 25 years of creditable service with OPS:	\$6,424
Upon completion of 30 years of creditable service with OPS:	\$9,586
Upon completion of 35 years of creditable service with OPS:	\$12,748
Upon completion of 40 years of creditable service with OPS:	\$15,910
Upon completion of 45 years of creditable service with OPS:	\$19,072

Bargaining unit members hired after September 1, 2001 or who have been grandfathered in to this section under prior contract language, shall receive a long service increment as follows for the 2016-2017, 2017-2018 contract years:

Upon completion of 15 years of creditable service with OPS:	\$950
Upon completion of 20 years of creditable service with OPS:	\$2,000
Upon completion of 25 years of creditable service with OPS:	\$5,800
Upon completion of 30 years of creditable service with OPS:	\$7,700

Upon completion of 35 years of creditable service with OPS:	\$9,600
Upon completion of 40 years of creditable service with OPS:	\$11,500
Upon completion of 45 years of creditable service with OPS:	\$13,400

LSI amounts are NOT cumulative. Creditable experience shall mean actual experience within the district as a certificated employee of the District as defined in the *Policies and Regulations of the School District of Omaha*.

6. Assistance to New Teachers and Mentors of New Teachers

Newly hired bargaining unit members are required to attend a mandatory three-day teacher induction program which will be held for new teachers immediately prior to the first new teacher contract day. The term “new teacher” will include all bargaining unit members new to the profession and/or new to the District. New teachers will be paid \$230 per day of verified attendance. During the initial three day teacher induction program, all teachers new to the District will participate in professional development to acclimate and enhance their skills and knowledge of urban education as defined by the District.

Additionally, new teachers are required to accrue a minimum of three meetings per month with building/district assigned mentor. Permanent, certificated teachers are eligible for the role of mentor. In addition to their normal teaching assignment, mentors will receive a stipend of up to \$750 if money is available from external funding sources. Assignment, training, and responsibilities will be coordinated through the Office of Staff Development. Annually, the District and the Association will collaborate to develop and plan training for mentors. The training will include input from the Association.

7. Director of School Counseling

A counselor who serves as a full-time director of guidance in a senior high school shall be paid an additional fifteen (15) percent of the regular teaching salary. Full-time directors of guidance are required to work three weeks (fifteen working days) beyond that of a regular teacher. There will be one such person in each senior high school; said person to be recommended by the principal and approved by the Superintendent.

8. Counselor

A classroom teacher who serves as a counselor one-half time or more shall be paid an additional five (5) percent of regular teaching salary.

9. Academic Records Counselor

A counselor who serves as an academic records counselor in a senior high school shall be paid an additional five (5) percent of the regular teaching salary for the academic record responsibilities and the additional five (5) percent of the regular teaching salary for counselor’s pay. Academic records counselors are required to work ten working days beyond that of a regular teacher. There will be one such person in each senior high school.

#### 10. Dean of Students

A certificated teacher who serves as a full-time dean of students in a secondary school shall be paid an additional ten (10) percent of the regular teaching salary. Full-time deans of students are required to work a time equivalent of ten additional days. The additional time will be assigned by the principal in collaboration with the dean of students.

#### 11. Curriculum Specialist and Senior High Department Head

A classroom teacher who serves as a full-time curriculum specialist in a senior high school shall be paid an additional ten (10) percent of regular teaching salary. Full-time curriculum specialists are required to work two weeks (ten working days) beyond that of a regular teacher and will function within the job description on file in the Department of Human Resources. A classroom teacher who serves as a department head in a senior high school shall be paid an additional five (5) percent of regular teaching salary.

#### 12. Facilitator

A classroom teacher who serves as a facilitator shall be paid according to the teachers' salary schedule.

### **C. Salary Credit for Training Beyond Bachelor's and Master's Degrees**

The salary of each teacher covered by this Agreement shall be determined by the appropriate salary schedules attached to this Agreement. See Appendix A

#### 1. Bachelor's Degree Plus Eighteen Hours

Salary credit will be given to certificated personnel who have earned 18 hours of graduate college credit above and beyond a Bachelor's Degree on a structured program approved by an accredited college or university. Such 18 hours of college credit must be applicable to a Master's Degree program or be in the individual's major field of study, or in the fields of elementary/secondary guidance and counseling or administration, must be certified by the college or university, and must carry a minimum grade of "C".

#### 2. Bachelor's Degree Plus Forty-Five Hours

Persons who, as of June 1, 1978, qualify as full-time employees and who, on or before October 1, 1979, show evidence of successfully completing 45 hours of credit from accredited colleges or universities in courses approved by the institution for graduate credit, shall be accorded the same salary schedule privileges as those persons holding an MA degree. It shall be the responsibility of the employee to provide the Department of Human Resources with an official transcript of credit.

This provision shall be regarded as specifically applying to only full-time employees on June 1, 1978, and shall have no effect on employees joining the staff at any time after that date.

3. Master's Degree Plus Thirty Hours

Salary credit will be given to certificated personnel who have earned 30 hours of graduate college credit above and beyond a Master's Degree on a structured program approved by an accredited college or university.

Such 30 hours of college credit must be applicable to a Professional Diploma and/or a Doctor's Degree program or be in the individual's major field of study, or in the fields of elementary/secondary guidance and counseling or administration, must be certified by the college or university, and must carry a minimum grade of "C." With the exception that school psychologists with the appropriate certification/endorsement who have earned an Educational Specialist degree requiring a minimum of 60 graduate hours shall be paid at the MA+30 hours rate.

4. National Board Certification

A bargaining unit member who has successfully completed and attained the National Board for Professional Teaching Standards ("NBPTS") certification shall receive a stipend of \$1,000 per year payable in June (up to a maximum of \$10,000 while employed by OPS). A stipend may only be earned so long as the NBPTS certificate is current.

5. Payment for Salary Credit

Payment for lane changes, for those applying by September 1, will be payable for the school year pending verification of credits. Payment for lane changes, for those applying after September 1 and by February 1 will be payable for the balance of the school year and will begin with the March paycheck, pending verification of credits.

Salary credit equivalent to a Master's Degree will be given to certificated personnel who have earned an advanced degree outside of education provided the advanced degree is relevant to the teaching assignment of the certificated staff.

**D. Extra Duty**

1. Summer School Teachers

Bargaining unit members shall be paid \$28.50 per hour.

2. Adult Education Teachers

Bargaining unit members shall be paid \$28.50 per hour.

3. Teacher In-service Pay

Bargaining unit members who instruct in-service classes during off-duty hours shall be paid \$28.50 per hour.

Bargaining unit members will be paid \$15.00 per hour for attending district required training or professional development that is offered outside the regular duty-day.

4. Curriculum Writing

Certificated teachers shall be \$28.50 per hour for curriculum writing (curriculum writing as defined by the Assistant Superintendent of Curriculum Instruction and Assessment).

5. Elementary Extra Duty

In the event an elementary classroom teacher/art, library science, physical education, instrumental or vocal music specialist loses preparation/conference/planning time because the assigned travel specialist/substitute teacher is absent or assigned non-instructional duties, the building principal shall work with the faculty to develop a fair and equitable procedure for the recovery of lost preparation/conference/planning time.

If such recovery is determined to be impossible, the teacher shall be paid \$30.00 per hour. If it becomes necessary to temporarily assign students to other classes because a substitute teacher is not available, the teacher receiving the additional students at any grade level shall be paid a proportion of \$30.00 per hour. The proportion shall be based on the number of teachers receiving additional students from the absent teacher's class and the number of minutes the receiving teacher was responsible for those students.

6. Secondary Extra Duty

A secondary classroom teacher who temporarily teaches one extra 45-minute period and loses preparation/conference/planning time because a substitute teacher is not available shall be paid \$30.00 per hour. A regular classroom teacher who teaches one extra period for a semester shall be paid a stipend of \$2,100.

A regular classroom teacher who temporarily teaches one extra 90-minute period and loses preparation/conference/planning time because a substitute teacher is not available shall be paid \$30.00 per hour. A regular classroom teacher who teaches one extra period for a semester shall be paid a stipend of \$4,300.

A regular classroom teacher who temporarily teaches one extra 50-minute period and loses preparation/conference/planning time because a substitute teacher is not available shall be paid \$30.00 per hour. A regular classroom teacher who teaches one extra period for a semester shall be paid a stipend of \$2,400.

A regular classroom teacher who temporarily teaches one extra 60-minute period and loses preparation/conference/planning time because a substitute teacher is not available shall be paid \$30.00 per hour. A regular classroom teacher who teaches one extra period for a semester shall be paid a stipend of \$2,900.

In schools with advisor/advisee programs, the length of regular class periods will be adjusted to reflect the length of the advisor/advisee session.

7. Athletics, Fine Arts and Other Extra Duty

Extra remuneration for athletics, fine arts, and other secondary school assignments are as follows:

Senior High – Head Coach – Boys

Varsity cross-country	\$3,050
Varsity golf	\$3,050
Varsity tennis	\$3,350
Varsity swimming	\$4,650
Varsity soccer	\$5,300
Varsity track	\$4,650
Varsity baseball	\$5,300
Varsity wrestling	\$5,600
Varsity basketball	\$7,000
Varsity football	\$7,000

Senior High – Head Coach – Girls

Varsity cross-country	\$3,050
Varsity golf	\$3,050
Varsity tennis	\$3,350
Varsity swimming	\$4,650
Varsity soccer	\$5,300
Varsity track	\$4,650
Varsity softball	\$5,300
Varsity volleyball	\$6,100
Varsity basketball	\$7,000

Senior High – Head Coach – Boys and Girls Combined

Varsity cross-country	\$3,850
Varsity track	\$5,450
Varsity swimming	\$6,100

Senior High Assistant Coach (If program warrants)

Varsity cross-country	\$2,250
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Senior High – Assistant Coach - Boys

Assistant baseball	\$3,850
Assistant soccer	\$4,000
Assistant track	\$3,500
Assistant wrestling	\$4,150
Assistant Basketball – 9th Gr.	\$4,000



Assistant Basketball – Reserve	\$4,150
Assistant football	\$4,150
Assistant basketball – JV	\$4,650

Senior High – Assistant Coach – Boys and Girls Combined

Assistant cross country (if program warrants)	\$2,250
Assistant swimming	\$3,650

Senior High – Assistant Coach – Girls

Assistant Volleyball – 9th Gr.	\$3,850
Assistant soccer	\$4,000
Assistant track	\$3,500
Assistant volleyball	\$3,850
Assistant softball	\$3,850
Assistant Basketball – 9th Gr.	\$4,000
Assistant basketball – JV	\$4,650

Middle Level (7/8) Head Coach - Boys

Swimming	\$2,250
Flag Football	\$2,250
Wrestling	\$2,250
Soccer	\$2,250
Basketball	\$2,250
Track	\$2,250
Cross Country	\$2,250

Middle Level (7/8) Head Coach - Girls

Swimming	\$2,250
Soccer	\$2,250
Volleyball	\$2,250
Basketball	\$2,250
Track	\$2,250
Cross Country	\$2,250

Fine Arts – Senior High

Assistant Band Director (If program warrants)	\$1,600
Debate	\$3,200
Dramatics (per event)	\$1,600
Vocal music	\$3,850
Instrumental music	\$6,400

### Others – Senior High

Academic Decathlon	\$1,600
Drill Team	\$1,600
Pep Club	\$1,600
Pom Pons	\$1,600
Student Government	\$1,600
Newspaper	\$2,900
Stagecraft	\$2,900
Yearbook	\$2,900

### Vocational Student Advisory

Culinary	\$975
DECA*	\$3,200
FBLA*	\$3,200
Robotics	\$2,250
Skills USA – VICA*	\$3,200
FFA	\$4,000
Cheerleader	\$3,850
JROTC Instructor**	\$4,650
Middle School Robotics	\$2,250
Elementary Robotics	\$1,350

### Senior High – Athletic Aide(s)

Each high school will receive a stipend in the amount of \$8,900 each school year to distribute to staff serving as Athletic Director Aide(s). The amount of money may be distributed to one or more people. Additional coaching positions per school must be approved by the Department of Curriculum and Learning.

### Senior High – Athletic Trainers

Certified athletic trainers shall be provided at sports programs. If certificated employees are used, the trainer at the high school level will receive a stipend of \$4,800 per athletic season (those sports conducted during the fall, winter, and spring seasons). If the district determines the need for athletic trainers at the middle school level, the parties will separately agree to an amount to be paid to these trainers for the services they are providing to the District.

### Middle – Assistant Coaches

Middle Level Assistant Coach positions will receive a stipend of \$1,350. Assistant Coaching Positions for middle school sports will be determined as needed on a school-by-school basis by the Department of Curriculum and Instruction.

## Intramurals

The pay per intramural unit at the middle level, junior and senior high schools shall be \$500.

\*If there is only one DECA, FBLA, or Skills USA – VICA sponsor, he/she receives a stipend of \$3,300. If there are Assistant Sponsors, the Lead Sponsor receives a stipend of \$2,700. Assistant receives a stipend in the amount of \$1,650. It is recommended an Assistant Sponsor may be considered if there are over 50 student participants. (Recommended guideline: one certificated adult sponsor for each 50 students.)

\*\*Two JROTC instructors in each high school building are to receive a stipend of \$4,600 to be divided between the two instructors at each building based on the division of responsibilities between the instructors. If there is only one JROTC staff member in a building, that instructor will be compensated with a stipend of \$3,000. If additional JROTC instructors are needed beyond 2 for a school, each additional instructor shall receive an equal stipend.

The above schedule is for service beyond the regular school day. No school time shall be allowed for any aspect of the activity.

### 8. Payment for Years of Service

#### a. Athletics

An additional \$125 per season will be included for staff members with more than five (5) years of OPS experience in the designated coaching area a \$200 will be added for staff with more than ten (10) years of OPS experience in the designated coaching area.

#### b. Fine Arts

An additional \$125 per activity will be included for staff members with more than five (5) years of OPS experience in the designated fine arts area; \$200 will be added for staff with more than ten (10) years of OPS experience in the designated fine arts area.

#### c. Others

An additional \$125 per activity will be included for staff members with more than five (5) years of OPS experience in the designated area; \$200 will be added for staff with more than ten (10) years of OPS experience in the designated area.

Whenever specific duty assignments of personnel are made involving functions and/or activities for which admission fees are charged, supervisory extra duty pay shall be provided. School activities and other functions may be staffed and operated on a voluntary basis, however.

Teachers who supervise after school activities, as defined by the *Policies and Regulations of the School District of Omaha*, shall receive \$16.00 per hour. Pay for supervision at

athletic events, middle level, junior or senior high, shall be limited to approved activities with specific quotas in terms of Board subsidization. Such events and quotas shall be established by the Office of the Superintendent in accordance with Board approved budget allocations.

9. Co-Curricular Funds for Elementary Extra Duty

Based on each year's official fall student membership, elementary schools with a student enrollment of less than 500 shall be allotted two intramural units to provide pay for co-curricular activities. Elementary schools with student enrollment of 500 and over shall be allotted four intramural units. The pay per intramural unit at elementary schools shall be \$500.

10. Student Assistance Teams

The Omaha Education Association and the District agree to provide compensation for the Student Assistance Team coordinators and Student Assistant Team Members per the following provisions.

All schools under 500 (based on each year's official fall student membership) shall be allotted one (1) intramural unit and schools with 500 or more shall be allotted two (2) intramural units to provide pay for SAT coordinators, who are classroom teachers, counselors, or nurses, for before and after duty hours.

All schools above 500 (based on each year's official fall student membership) shall be allotted three (3) intramural units and schools of 500 or more shall be allotted four (4) intramural units to provide pay for identified Student Assistance Team members, who are classroom teachers, counselors, or nurses, for SAT-related duties conducted before and after duty hours.

Individual coordinators and team members will not receive from the intramural units' more than \$28.50 per hour.

**E. Payment for Services from Activity Funds**

Employees or other persons may not be paid salaries out of school activity funds for teaching, tutoring, coaching athletics, clerical service, custodial service, or any other service connected with the regular school program.

**F. Insurance**

1. Employee Medical-Hospitalization-Major Medical Insurance

In the event that the regulations change regarding the Patient Protection Affordability Care Act, both parties agree that negotiations will be immediately reopened to accommodate changes necessary for compliance by the District.

The District is currently providing Blue Cross/Blue Shield Blue Preferred (PPO) Plan to all full-time employees.

Employees, who have been with the District for 30 days shall be included under the group insurance coverage as follows:

- a. Employees with four or more years of creditable service.

Beginning in the year four for employees who have completed three or more creditable years of service on August 1 of each respective contract year, OPS shall pay the following percentage of the total premium for the District's Health Insurance Plan:

2015-2016

Employee: 98%  
Employee and Children: 79%  
Employee and Spouse: 76%  
Employee, Spouse and Children: 71%

2016-2017

Employee: 98%  
Employee and Children: 79%  
Employee and Spouse: 76%  
Employee, Spouse and Children: 71%

2017-2018

Employee: 98%  
Employee and Children: 78%  
Employee and Spouse: 75%  
Employee, Spouse and Children: 70%

- b. Employees with three or fewer years of creditable service.

For employees who have completed fewer than three creditable years of service on August 1 of each respective contract year, OPS shall pay the following percentage of the total premium for the Districts Health Insurance Plan:

2015-2016

Employee: 98%  
Employee and Children: 72%  
Employee and Spouse: 68%  
Employee, Spouse and Children: 62%

2016-2017

Employee: 98%  
Employee and Children: 76%  
Employee and Spouse: 73%  
Employee, Spouse and Children: 67%

2017-2018

Employee: 98%  
Employee and Children: 78%  
Employee and Spouse: 75%  
Employee, Spouse and Children: 70%

The deductible shall be \$750, or in the event the District's health insurance plan deductible increases or decreases during the 2015-16 through the 2017-18 contract year, the parties agree the new deductible will be the closest deductible to \$750 that provides same or similar coverage.

Employees are eligible to purchase family dental coverage for their dependents under the Blue Cross/Blue Shield Preferred Dental PPO Option Plan 2 with 80% A, B and 50% C coverage.

For the duration of this contract, a group health insurance re-opener clause will exist. If the Board of Education seeks to change insurers, the objective and intent will be to maintain or improve employee coverage for similar or less cost than that charged by the present insurer for the time period this agreement is in force. If the Board of Education determines that another insurance carrier could provide this benefit as described above, the Board of Education agrees to include members of the Association at discussions related to changing the insurer. The carrier must meet similar standards to the current insurance carrier. In the event that the district achieves a savings of 10% or more between the contract years 2015-16 and 2016-17, of the total cost of health insurance, by virtue of change of health insurance carriers, the parties agree to reopen the agreement to renegotiate the allocation of the projected savings back into the contract for 2017-18 school year.

An employee who retires after completing all contractual obligations and who elects to begin his/her voluntary retirement before August 31 of the year of his/her retirement will continue to be covered by the health insurance program until August 31 of the year of retirement, and the premiums will be paid in the same manner that they were paid prior to taking voluntary retirement.

2. Group Term Life Insurance

The District shall provide group term life insurance for full-time employees in the amount of \$25,000. Premiums will be paid through payroll deductions. The employee may choose an additional \$12,500, \$25,000, \$50,000, \$75,000, \$100,000, \$150,000 or \$200,000 of coverage.

Following completion of one month's continuous full-time employment, a new employee shall be eligible to enroll for additional term life insurance with the employee paying the entire cost. No evidence of insurability will be required if enrollment is completed during this initial month of employment, or within 31 days of the date of eligibility. Insurance coverage will be effective the first of the month following date of enrollment.

For subsequent purchase of additional coverage, the employee will be required to complete a health statement. The insurance company will review the health information and reserves the right to accept or reject the applicant. If the application is accepted by the insurance company, coverage will be effective on the first of the month following approval of the application for coverage.

The cost of the life insurance will be based upon the attained age of the applicant on the date of application. Coverage will be continued on a year-to-year basis unless the individual elects to terminate coverage on any monthly premium due date. The cost in future years will be based upon the attained age of the individual on each September 1.

In the event of termination of employment of the employee, the employee may convert the voluntary term life insurance on the same basis as the basic group life insurance plan.

An employee who retires after completing all contractual obligations and who elects to begin his/her voluntary retirement before August 31 of the year of his/her retirement will continue to be covered by the group term life insurance program until August 31 of the year of retirement, and the premiums will be paid in the same manner that they were paid prior to taking voluntary retirement.

### 3. Long-Term Disability Program

The District shall provide long-term disability benefits for full-time employees incurring long illness. This plan provides a monthly benefit of 60% of the employee's monthly gross salary, to a maximum of \$5,000. This monthly benefit will be coordinated with other benefits the employee may be eligible to receive. The benefit begins on the 91st calendar day following the date of disability. The program includes all full-time employees with 30 calendar days of employment.

For those employees who become disabled after September 1, 1978, the amount of Social Security benefits to be coordinated with the Monthly Indemnity Benefit provided under the Long-Term Disability Plan shall be based upon the Social Security Benefit in effect on the date of the initial disability award.

Any subsequent changes in the Social Security Law which result in an increase in Social Security benefits shall not be used to reduce the amount of Monthly Indemnity Benefit under the Long-Term Disability Plan.

Any change in dependent status after the date of the initial disability award will be considered in the computation of Social Security benefits payable, and the Monthly Indemnity Benefit payable under the Long-Term Disability Plan will be adjusted accordingly.

Employees who are disabled are allowed to continue participation in the Board of Education group hospitalization, surgical and major medical program for three months following the expiration of sick leave at Board of Education expense.

An employee who elects to receive health and/or life insurance coverage which requires premiums to be paid by the employee shall pay any required premiums pursuant to a salary reduction agreement under the District's Flexible Benefit Plan in order for such premiums to be excluded from the employee's income and social security tax base and, accordingly, paid by the employee on a pre-tax basis. Employees subject to the foregoing requirement shall execute any documents or agreements required by the District as Administrator of the Flexible Benefit Plan to effectuate the employee's election and agreement to pay his or her required premiums for group health and/or life insurance on a pre-tax basis under the Flexible Benefit Plan. Any employee who fails to file the required salary reduction agreement shall be deemed to have elected under the Flexible Benefit Plan to pay the required premiums for the health and/or life insurance coverage for the employee and his or her dependents through a reduction in salary, and the District shall be authorized to reduce and withhold the required premiums from the employee's salary as a pre-tax contribution to the Flexible Benefit Plan.

#### **G. Employee Personal Property Insurance**

The Board of Education shall provide reimbursement for personal property of any full-time employee of the District if such property is stolen, damaged, or destroyed by assault, theft, vandalism, water damage, riot or fire on the school premises or at any official function of the school. Reimbursement will be provided, however, only if proper security measures have been taken by the owner to discourage theft or vandalism, and if said property was of instructional value in the classroom and approved for use by the building administration, or was damaged in the process of controlling discipline. No claim of stolen property, damaged, or destroyed by assault, theft or vandalism will be considered in an amount less than ten dollars and in no event shall the liability of the District assumed hereby exceed \$250 on any one occurrence per claimant. In the event of water damage, riot or fire, the liability of the school district shall not exceed \$500 per claimant per occurrence.

#### **H. Salary Deductions**

##### **1. Mandatory**

All deductions required by law will be made from the salary of wages of each employee. At the present time the following mandatory deductions are made:

- Federal income tax withholding
- State income tax withholding
- Social Security tax withholding
- Retirement plan contributions
- Medicare tax withholding
- Wage garnishments (if applicable)



## 2. Voluntary

### a. All Employees

Any employee may, upon direct authorization by such employee, accepted by the School District, request deductions for tax-sheltered annuities, health insurance, supplemental term life insurance, credit union, flexible spending accounts, retirement buybacks, Omaha Schools Foundation, long-term care, and United Way.

### b. Teachers

In accord with Nebraska Revised Statutes (79-872, 79-873), upon request of any teacher, a deduction in the amount specified by the teacher shall be withheld each pay period from his or her wages and paid over to the professional or labor organization to which he or she belongs. This deduction shall continue each pay period until the teacher revokes his or her request in writing.

## **I. Direct Deposit of Checks**

The District requires electronic direct deposit of employee's payroll checks. Written notification must be made to the division of Compensation and Benefits on a form provided by the school district. The deposit will be made at the financial institution of the employees choosing on each regular payday. Any certificated employee not enrolled in the program will be enrolled in a prepaid debit card program.

## **J. Tax-Sheltered Annuity**

The Board will continue to authorize eligible employees to make contributions to tax-sheltered annuity plans of authorized private companies through established payroll deduction procedures.

## **IV. LEAVES OF ABSENCE**

### **A. Sick Leave and Payout of Accumulated Sick Leave**

#### 1. Sick Leave

Beginning September 1, 1973, all full-time professional employees of the District of Omaha shall be entitled to an annual sick leave allocation equal to one sick leave day per month of employment, with the total annual allocation being made available for use at the beginning of each fiscal year. Sick leave may be accumulated, based on the individual's annual allocation, to a maximum based on the following formula: number of contract days minus the number of paid vacation days multiplied by the ratio 90/190. Eight (8) days per year of the employee's accumulated sick leave may be used for the illness of an immediate family member. Immediate family member will include the employee's spouse, children, parents in a care facility, or an individual who is a permanent resident in the employee's home or for whom the employee has specific legal responsibility.

Any employee with accrued sick leave of at least 90 days on September 1, 1976, and each September 1 thereafter, shall be entitled, following the use of sick leave subsequent to that use, to accumulate one day per month of employment, for those months remaining during the fiscal year to a maximum number of days as defined in Section III, J, a, 1. All employees with sick leave accumulation of less than 90 days on September 1, 1976, and each September 1 thereafter, shall have such leave credited to them in accordance with the *Policies and Regulations of the School District of Omaha*.

Any employee with maximum accrued sick leave will maintain the accrued days during the last year of employment prior to retiring or taking early leaving incentive unless more than 10 days of sick leave are used.

Beginning September 1, 1997, after an employee has accumulated the maximum days of sick leave, appropriate to the length of the employee's contract, the employee shall be awarded two additional days toward the employee's maximum accumulation, thereby increasing their maximum an additional two days, for each year of perfect attendance occurring after accumulation of the maximum days of sick leave. For purposes of this provision, the maximum accumulation allowed shall be a ratio of 0.6316 of the length of the employee's contract minus the number of vacation days. Absences counting against perfect attendance are as defined in Section III.

Each school year that an employee has unused personal leave days, the employee shall be awarded one additional day of accumulated sick leave for each day of unused personal leave, subject to limitations on maximum accumulation.

Whenever a first-year employee resigns within the first six months of employment, the employee is obligated to repay the amount of any sick leave benefit paid in excess of one day per month of actual employment.

Any employee with accrued sick leave in excess of 90 days on September 1, 1973, shall retain all rights and privileges accorded to such accumulation; provided however, that a maximum as defined in Section III, J, a, 1, shall be used in the calculation of pay for unused sick leave at retirement.

Sick leave benefits accrued during the regular school year may be used by teachers employed during the summer session on the following basis:

- a. A maximum of one sick leave day for five teaching days will be allowed.
- b. One day of sick leave constitutes either a full day or one-half day's reduction of accrued leave, based on a summer school assignment.

Sick leave shall only be granted to employees for days when they are medically unable to work due to personal injury, illness or pregnancy-related conditions. Such conditions shall be certificated to the central office by principals or other authorized supervisory officers who may require a physician's statement to support their certification. The Superintendent

may designate a second physician to conduct an examination to confirm the opinion of the employee's physician.

The employee shall notify his or her immediate supervisor and the Department of Human Resources when a condition requiring an extended period of absence becomes known. Conditions requiring such notice include planned surgery, pregnancy, or a major illness. The employee shall also furnish a letter from his or her physician confirming the condition and stating the physician's opinion as to the employee's physical or mental ability to continue employment, the date of scheduled surgery or expected delivery, and the date beyond which the employee should not continue working.

## 2. Payment for Accumulated Sick Leave

Beginning with employees retiring during the 2005-2006 school year, an applicable dollar amount of the unused sick leave accumulated by a full-time certificated employee who resigns or dies after 18 creditable years of service to the District, or who retires through normal, early or disability retirement under the Omaha School Employees' Retirement System, shall be paid or applied to provide supplemental retirement or post-retirement medical care benefits as follows:

The applicable dollar amount of the employee's unused sick leave shall be calculated as follows: 50% of the employee's contracted daily rate at the time of retirement or resignation, termination due to reduction-in-force, or death multiplied by the number of unused sick days, not to exceed the maximum days accumulation as defined in Section IV, A, Paragraph 1.

If the employee dies after 18 creditable years of service to the District, the applicable dollar amount of the employee's unused sick leave shall be paid to the employee's estate in a lump sum within 60 days of the employee's death.

If the number of the employee's unused sick leave days at the time of the employee's resignation or retirement is less than 10, the applicable dollar amount of the employee's unused sick leave shall be paid in a lump sum to the employee within 60 days of such resignation or retirement.

If the number of the employee's unused sick leave days at the time of the employee's resignation or retirement is 10 or more, the applicable dollar amount of the employee's unused sick leave shall be applied to provide supplemental retirement income benefits and/or post-retirement medical care benefits pursuant to the terms and conditions of the District's Accumulated Sick Leave Conversion Plan. The employee shall not have any option to receive a cash payment of the applicable dollar amount of the unused sick leave or to have the unused sick leave applied to provide any form of benefit that is not provided under the District's Accumulated Sick Leave Conversion Plan.

A full-time certificated employee who is terminated from employment because of a reduction-in-force shall, regardless of the number of the employee's creditable years of service to the District, be paid the applicable dollar amount of the employee's unused sick leave in a lump sum within 60 days of such termination.

## **B. Personal Leave**

- a. Personal leave may be granted to a maximum of two days per year, one day per semester for first year employees.

Whenever possible, business transactions shall be scheduled after 3:00 p.m. At their discretion, principals are authorized to release teachers for such transactions which are similar to early release to attend meetings or university classes.

Personal leave may be granted in excess of two days, but when this is the case, loss of full pay will be required commencing with the third day of such leave.

- b. PLEASE NOTE: Personal leave cannot be requested during the first five student contact days or on days when parent/teacher conferences are scheduled (exceptions shall be granted in the event of an emergency after consulting with your direct supervisor) or the last ten contracted days or on days immediately preceding or following a district observed federal or school holiday and/or recess period except for the following reasons (Personal leave requested for these days for one or more of the reasons listed below must be done in writing on the appropriate form.):

- (1) Childhood diseases not requiring medical attention of a physician.
- (2) A leave will be granted for an employee's wedding or a wedding of the parents, children, grandchildren, or brothers/sisters of an employee. Wedding leave must begin no later than two working days following the actual wedding day.
- (3) For legal arrangements which are related to the settlement of the estate of a relative.
- (4) To comply with a court summons when it does not involve an instance where the employee has violated the law.
- (5) To take a special examination administered by a university for an advanced degree program.
- (6) To attend the funeral of a close friend.
- (7) For family emergencies, such as surgery or serious illness requiring medical treatment in a hospital, medical clinic, or medical doctor's office. This rule applies only to immediate relatives where the presence of the employee is necessary (or the illness is of a very serious nature). Immediate relative shall be interpreted to include the employee's spouse, parent, child, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchild, aunt, uncle, niece, nephew, or any other individual who is a permanent resident in the employee's home for whom the employee has specific responsibility.

- (8) For serious illness of immediate family members. Immediate family will include employee's spouse, child, parent, grandparent, or an immediate relative who is a permanent resident in the employee's home.
- (9) When the illness/injury of the employee's child is of such severity as to require the medical attention of a physician and the parent's presence is necessary. (On the leave request, please state child's age and illness.)
- (10) To be present at the time an employee's child is born and/or for the care of the employee's spouse upon release from the hospital.
- (11) Absence of an employee resulting from mandatory preinduction physical examination requested by the Selective Service System.
- (12) For legal proceedings requiring the attendance of a parent/legal guardian.
- (13) To attend the graduation, ordination, or similar ceremony of an immediate relative. Immediate relative shall be interpreted to include the employee's spouse, parent, child, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchild, aunt, uncle, niece, nephew, or any other individual who is a permanent resident in the employee's home or for whom the employee has specific responsibility. Travel consecutive with the event will be allowed within the two-day personal leave provision.

To close on a house which will be the primary residence of the employee, only if the closing cannot be scheduled outside normal duty hours.

### **C. Bereavement Leave**

- a. Absence from work will be allowed so that the employee may have four consecutive workdays following the death of an immediate relative without loss of pay. Bereavement leave must begin no later than five days following the death of the immediate relative. Employees who are required to travel a minimum of two hundred miles (200) one way to attend the funeral of an immediate relative will be granted an additional day of leave. This rule applies only to an immediate relative, interpreted to be as follows: an employee's spouse, parent, child, step-child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, great-grandparent, great-grandparent in-law, grandchild, aunt, uncle, niece, nephew, or any other individual who is a permanent resident in the employee's home.
- b. For the purpose of attending the funeral of any other near relative, an employee may be allowed a maximum of one day's absence without loss of pay. Employees who must travel a minimum of 200 miles one way will be granted an additional day of leave.

The District may require an Employee to submit documentation (e.g. service program or obituary) to their supervisor or the Department of Human Resources upon request.

**D. Adoptive Leave**

Adoption leave will be permitted to be taken by an adoptive parent for the same time and on the same terms as an employee is permitted to take a leave of absence upon the birth of the employee's child. The adoptive parent leave of absence begins following the commencement of the parent-child relationship. The parent-child relationship commences, for purposes of adoption leave, when the child is placed with the employee for purposes of adoption. The employee shall be deemed to have waived any adoptive leave days not taken following the commencement of the parent-child relationship, except as the Superintendent or designee and the employee may otherwise agree. Advance notice of an anticipated adoption shall be provided by the employee to the Superintendent or designee as soon as possible.

**E. Child Rearing Leave**

Upon application to the Superintendent, a leave without pay shall be granted to one parent for reasons of adoption, biological childbirth, and/or the need to provide parental care for a child or children for an extended period of time subject to the following provisions:

- a. Leave will be granted for the total school year if the request is made prior to the opening of the school year. Requests must be made at least 30 days prior to the time teachers report for duty.
- b. Leave will be granted for the remainder of the school year if the request is made during the school year.

Leave renewal will be considered under individual extenuating circumstances which relate to the health or physical condition of the child. A supporting statement from a physician may be required.

**F. Absence for Professional Purposes**

Covered employees (classroom teachers, nurses, teacher leaders, helping and lead teachers) may be excused for professional purposes without loss of pay upon written application to the Superintendent or the Superintendent's designee. All absence for professional reasons, that is those reasons which will benefit and promote the work of the District, must be approved one week in advance before such absence may be granted. The central office must also grant permission for such absence in writing, and notation of this fact must be made on the payroll by the certifying person.

Substitute teachers may be provided at Board expense for such approved absences. Upon recommendation of the Superintendent, professional staff may be reimbursed for approved attendance at such professional meetings out of Board of Education funds. For budgetary purposes, as much planning as possible should be made one year in advance.

**G. Health Leave**

Any employee, may upon proper application to the Superintendent and approval of the Board of Education, be granted a leave of absence for health reasons, professional improvement, or military duty.

Such application should be submitted as soon as the reasons are known or a medical condition is diagnosed. Leaves of absence for study may be granted only to an employee who is a permanent certificated staff member and has served more than five consecutive years in the District at the time of application for the leave.

Members of the bargaining unit, when granted leaves of absence, shall not be guaranteed immediate employment upon their return unless they return to duty on the first day of the school year or on the first day of the second semester of the school year. Notification of such return must be given to the Superintendent in writing at least 30 days preceding the end of the semester prior to their return.

An application for leave of absence for health reasons must be accompanied by a statement from the employee's physician. The employee shall notify his or her immediate supervisor and the Department of Human Resources as soon as the health condition has been medically confirmed. The physician's statement shall confirm the condition, and indicate an opinion as to the employee's physical and mental ability to continue employment, the date of scheduled surgery or expected delivery, and the date beyond which the employee should not continue to work. The Superintendent may designate a second physician to conduct an examination to confirm the opinion of the employee's physician.

A leave of absence shall be granted without pay for such period as the Superintendent may determine, but not to exceed the school year in which the need for the leave exists and may be subject to renewal in the case of military duty or personal illness provided the need continues. The actual starting time of a health leave will be at the discretion of the Superintendent based upon the physician's statement, the ability of the employee to perform normal duties, the health and safety of the employee, and in the case of teachers, the continuity of instruction.

#### **H. Military Leave**

Any regular employee who enters military service during a period of emergency shall be restored at the beginning of the next semester following discharge to a former position or a like position for which the employee is qualified. Such a reinstatement shall be subject to policies covering the assignment of employees as provided in the Policies and Regulations of the School District of Omaha in force at the time of reinstatement. Any employee who chooses to remain in military service longer than six months after becoming eligible for discharge shall forfeit all rights to reinstatement.

#### **I. Elective Office Leave**

An employee may take a leave of absence when elected to an elective public office. Requests shall be submitted in writing to the Superintendent who shall, in turn, make a recommendation to the Board of Education for final action.

The leave of absence is limited to the initial elective term sought and won by the employee. The subsequent election to the same office or a different elective position may result in an extension of the leave of absence. Appointment to an unexpired term calling for service in office greater than one-half of the regular term of that office shall qualify for, and be treated as a leave of absence for one term of office.

Leaves of absence granted under this section shall be treated in exactly the same manner as other official leaves in regard to right to re-employment, fringe benefits, etc.

The individual shall be required, six months prior to their returning to the District, to give notice of his or her intentions regarding continued employment by the District. Certificated staff members shall be required to give notice of their intention one semester prior to their return to the District.

If the individual should resign the elective office during the tenure of the leave of absence, such action shall automatically terminate the leave of absence granted by this section. Acceptance of any other full-time position while on a leave of this nature shall also effectively and automatically terminate said leave of absence.

**J. Association President Leave**

The president of the Association representing a majority of the certificated staff will have a certificated teacher partner during his or her term of office. The Board of Education shall pay the Association president during his or her term in office. The Association shall reimburse the Board of Education, the cost of salary (up to and including seven years of experience) and fringe benefits of the certificated teacher partner.

**K. State or National Elective Office**

An employee may take a leave of absence when elected as an officer or to the executive committee of a state or national professional association.

Leaves of absence granted under this section shall be treated in exactly the same manner as other official leaves in regard to right of re-employment, fringe benefits, etc. A leave of absence granted pursuant to this section shall not exceed six years in length.

**L. Association Leave**

Annually, Association Leave without loss of pay shall be available to designated members of the Association for the purpose of attending conferences, meetings, or conventions which are related to conducting Association business. The Association Leave shall be only for the purposes of professional Association business at the local, state, or national level and all such days shall require the authorization of the Association President with administrative approval. Requests should be made in advance through the Office of the Superintendent.

**M. Status Upon Return from Leave**



An employee on a leave of absence shall not receive credit toward advancement on the salary schedule nor shall such time count as years of service for the purpose of acquiring continuing contract status, or sabbatical leave. At the employee's request, an employee on a leave of absence shall receive credit toward retirement as provided for in Section 79-990 of Nebraska Revised Statutes. The employee will retain the number of accumulated sick days held prior to the effective date of the leave.

**N. Failure to Return from Leave**

A position for an employee shall no longer be held if the employee on leave of absence remains away from duty beyond the expiration date of approved leave or renewal of leave.

**V. BENEFITS FOR PART-TIME CERTIFICATED STAFF**

**A. Health and Accident**

Part-time certificated staff with a .5 FTE or more are eligible to receive full health and accident insurance benefits according to the policies governing participation by full-time employees. The following provisions will be applied to those electing to participate.

- a. Based upon a creditable year of service as outlined in Sections III, A, 1 and 2 and III, E, 1, the District will pay 50% of the percentage as outline under the corresponding provision under III, E, 1.
- b. Premium cost will be paid through payroll deduction.
- c. An employee must make a decision to participate by September 1 of each school year unless he/she is a newly hired employee.

**B. Group Term Life Insurance**

Part-time certificated staff with a .5 FTE or more are eligible to receive full group term life insurance benefits according to policies governing participation by full-time employees. The following provisions will be applied to those electing to participate.

- a. Board of Education will pay 50% of premium cost. Employee will pay 50% of premium cost.
- b. If part-time annual salary converts to \$8,000 or more, the employee is eligible for \$25,000 worth of coverage.
- c. Premium cost will be paid through payroll deduction.
- d. Employee must make decision to participate by September 1 of each school year unless he/she is a newly hired employee.

**C. Sick Leave**

Part-time certificated staff with a .5 FTE or more are eligible to receive one-half sick leave benefits provided to full-time employees, accumulative to 45 days.

**D. Personal Leave**

Part-time certificated staff with a .5 FTE or more are eligible to receive one-half personal leave benefits provided to full-time employees.

**E. Bereavement Leave**

Part-time certificated staff with a .5 FTE or more are eligible to receive one-half bereavement leave benefits provided to full-time employees.

**F. Part-Time Pro-Rate**

Part-time certificated staff with a .5 FTE or more may advance one step on the salary schedule for each two years of creditable part-time service.

**VI. OTHER PROVISIONS**

**A. Use of Personal Automobile**

1. Car Allowance

The car allowance reimbursement for use of personal automobiles for approved school business shall be at the rate established by law.

2. Liability Coverage for Certificated Staff Who Transport Students

Staff members who transport students in personal vehicles are being covered under School District policy if claims go beyond the limits of their personal liability policy. Staff members are required to have a valid driver's license to be eligible to transport students. Employees providing this kind of assistance are required to have sufficient liability coverage under their own personal policies to meet state minimal requirements. According to current statutory requirements, certificated staff who use their own cars for transporting students must have \$25,000 property damage, \$25,000 bodily injury and \$50,000 per accident coverage.

**B. Duty Hours**

1. Regular Duty Hours

The regular duty day for staff shall begin and end 15 minutes before and 20 minutes after the regular student instructional day. The regular duty day for elementary and secondary counselors and department heads shall be an additional 25 minutes in length. Placement of additional minutes shall be determined by the building principal in collaboration with the counselor(s). The regular duty day for Directors of Counseling, Lead Teachers and Curriculum Specialists shall be an additional 40 minutes. Placement of additional minutes

shall be determined by the building principal in collaboration with the Directors of School Counseling, Lead Teachers and Curriculum Specialists. The Association and the district shall meet annually to determine the length of the student day with a decision to be made prior to the end of the school year.

2. Parent Teacher Conferences

Bargaining unit members may be required to attend two to four parent/teacher conference sessions per year. Bargaining unit members will receive compensation time for this duty. These sessions may include hours within the duty day, but can exceed seven total hours per semester. A building staff may collaboratively decide to request to engage in parent/teacher conferences beyond the seven hours per semester and receive additional compensation time for this duty. All certificated staff in the building will sign a document that states that a collaborative discussion occurred and a majority of the staff has agreed to the schedule for parent/teacher conferences.

3. School Regulated Evening Activities

Bargaining unit members on a 190 or greater day contract may be required to attend (6) six school related evening activities, not including PTA/PTO meetings, per year as part of their contracted obligations. These activities are in addition to parent/teacher conferences. Bargaining unit members will receive compensation at \$28.50 per hour for each additional event they are required to attend.

4. Lunch Period

School nurses shall be provided with a duty-free 30 minute lunch period. During scheduled assignment the school nurse will be available for any health emergencies.

5. Inclement Weather

When staff is required to be on duty beyond the 190 days due to inclement weather, staff will be paid at the rate of 1/190th of their scheduled salary. When staff is not required to be on duty due to inclement weather and when such release from duty results in fewer than 190 actual duty days worked, staff shall be required to make up the time subject to procedures determined by the Superintendent.

**C. Preparation/Conference/Planning Time**

1. Classroom preparation/conferencing/lesson planning time shall be used for the purpose of preparation, grading papers, contacting parents, planning, or other aspects connected with the instructional duties of staff whose primary duties include delivery of instruction to students.
2. Pre-K and Early Childhood Special Education teachers shall have a minimum of 400 minutes, during student contract time, of preparation/planning time during a two-week instructional period for the school year. Head Start Teachers shall receive a minimum of

300 minutes of preparation/conference/planning during a two week instructional period for the school year.

3. Elementary instructional staff shall have a minimum of 450 minutes, of plan time during each ten-day instructional cycle at the discretion of the teacher. Where possible, the elementary instructional leadership team may schedule up to an additional 45- minute team plan meeting each 10-day instructional cycle. Team plan time may be used for the grade levels or professional learning communities to meet and discuss matters relevant to classroom instruction or the school improvement plan.
4. Each elementary school site shall establish an instructional leadership team, comprised of administration, grade-level representatives and specialists to collaboratively plan professional development in alignment with the school improvement plan and to decide the purpose of team plan meetings. Instructional staff at each building will choose grade-level representatives and specialists.

At least two (2) days during the elementary school year shall be set aside for building based School Improvement Planning. School Improvement Planning shall be planned by the instructional leadership team, using the school's shared decision-making process. The placement of these professional development days will be determined annually by the district and subject to approval by the Omaha Board of Education. Time designated for these professional development days will not be rescheduled to another day when missed due to holiday, inclement weather days or other conflicts on the master calendar.

5. All bargaining unit members shall have 17.5 hours of plan/prep time prior to the first student contact day (7 hours must be provided prior to the first school event, e.g. open house/orientation/Safe Walk to School event), 7.0 hours for a district Curriculum Day and 10.5 hours for building based in-service and meetings, as determined by the district calendar planning committee. 7 hours shall be provided for staff work time and 7.0 hours shall be provided for School Improvement Planning after the last student contact day.
6. Elementary Library Media Specialists—Each Elementary Building will receive a minimum of 200 minutes for records and resource management, during student contact time, during each ten-day instructional period of the school year.
7. Special Education Staff—Full-time special education staff (e.g. resource teachers, Speech Language Pathologist, etc.) will be provided ½ day per quarter for student record maintenance purposes (in addition to their plan time). Special education staff shall work with building administration to schedule these days to ensure that a substitute is available prior to taking the half-day work time. When possible, special education staff shall schedule their work time on the same day so a full day substitute can be shared.
8. No staff, team or other before/after school meetings at the building level shall take place during the two days prior to progress reports and three days prior to report cards being due to the building administrator. Exceptions shall be made for special education related meetings (IEPs, MDTs, SATs, etc.) or at the request of a parent/guardian.

9. In middle schools where the class schedule is based upon eight periods, six classes a day shall be the amount of work assigned to the regular classroom teacher with a minimum of half of the remaining two periods to be used for individual plan time.

In middle schools where the class schedule is based upon four periods, three classes a day shall be the amount of work assigned to the regular classroom teacher with a minimum of half of the remaining one period to be used for individual plan time.

10. In high schools, and secondary alternative education programs where the class schedule is based upon eight, six classes a day shall be the amount of work assigned to the regular classroom teacher with two periods being assigned for individual plan time.

In high schools, and secondary alternative education programs where the class schedule is based upon four periods, three classes a day shall be the amount of work assigned to the regular classroom teacher individual plan time.

In high schools, and secondary alternative education programs where the class schedule is based upon seven periods, six classes a day shall be the amount of work assigned to the regular classroom teacher with one period being assigned for individual plan time.

In high schools, and secondary alternative education programs where the class schedule is based upon six periods, five classes a day shall be the amount of work assigned to the regular classroom teacher with one period being assigned for individual plan time.

11. Transition program and other alternative education program staff shall have plan time equivalent to secondary teachers with similar teaching schedules.

12. As a requirement for meeting accreditation through the Nebraska Department of Education (“NDE”), all high and secondary alternative education programs are expected to engage in collaborative team plan time during the duty day on a regular basis. Each school will determine the frequency, duration, and purpose of team plan time meetings, with a minimum frequency of two meetings per month. Such decisions shall be made in collaboration between teachers and administration with the understanding that the agreed upon collaborative team plan time will be in lieu of, not in addition to, the above described high and secondary alternative education school plan time.

13. This provision requires administrators and teachers at all middle schools to collaborate periodically on their current practice in each building which may but does not require a building to change current practices regarding collaborative team plan time. Each school will determine the frequency, duration, and purpose of team plan time meetings.

#### **D. Staff Meetings**

Faculty meetings are to be held to a maximum of two meetings per month, and shall be limited to 60 minutes in duration. Staff should reserve alternate weeks for committees to meet as needed.

#### **E. Acceptable Dress and Appearance**

The cooperation and good judgment of all employees in the matter of dress helps to insure a proper image for students and a professional appearance for visitors to the school. No printed guideline on acceptable dress can anticipate every possibility. The principals and/or supervisory personnel who are in the best position to make judgment concerning the appropriateness of the attire should provide necessary counseling and correction as the need occurs.

#### **F. Citizenship Rights**

It shall be the policy of the Board of Education to guarantee all employees of the District full political equality with other citizens in the exercise of their political rights and responsibilities with the statutes of the State of Nebraska.

#### **G. District Task Force of Teacher Effectiveness**

The District in collaboration with the Omaha Education Association has established the Omaha Public School's Task Force on Teacher Effectiveness beginning in the spring of 2015. The Assistant Superintendent of Human Resources and the President of the Omaha Education Association or designee(s) will facilitate structured meetings from the spring of 2015 until June of 2019. The Task Force will be comprised of education stakeholders include the Nebraska Department of Education staff, principals, teachers, the Omaha Education Association, the Nebraska State Education Association, and higher education representatives.

Membership on the Task Force will be determined by the Superintendent or his or her designee and the President of the Omaha Education Association or his or her designee. The purpose of the Task Force is to review research and best practices in the area of teacher effectiveness system.

#### **H. District Teacher Effectiveness Committee**

In collaboration with the Omaha Education Association, the District will convene a committee to review best practices for teacher effectiveness. The charge of the Teacher Effectiveness Committee is to provide input in the development of effective measures of teaching that improve student learning. This committee will have representation consisting of teachers, principals, and central office staff. The Task Force will also be members of this committee.

#### **I. Staff Entry to District Sport Events**

Staff members with current District identification will be allowed entry for the staff member only into any District spectator sport event.

#### **J. Association Representatives**

1. The Association shall have the right to have an association representative or representatives at each work site as specified in the current Association bylaws.
2. Association representatives may schedule, with the approval of the principal or the principal's designee, Association meetings before or after school or during the duty-free lunch where such meetings do not interfere with normal duties and conduct of business at the school.

3. Generally, the second Tuesday of every month shall be reserved for Association meetings outside the school for all association representatives after normal duties are completed.
4. The association representative may, with the principal's approval, be given time at each faculty meeting for announcements.

**K. Association Use of School Facilities**

1. The Association will be allowed use of school buildings for meetings without cost as approved by the appropriate administrative office provided that such meetings do not interfere with the normal operation of the school.
2. Meetings of the Association groups within a school shall be arranged for in advance through the office of the principal.
3. The Association will be allowed to place Association notices, circulars, or other material through the school delivery service and the building mailboxes. The Association shall deliver its mail for distribution to the central mailroom and sort the mail for delivery to each school.
4. The Association will be allowed to place notices, circulars, or other material (exclusive of local, state, and national political campaign material) dealing with activities or concerns of the Association on a bulletin board located in faculty lounges and such other places as designated by the building principal.
5. Upon request of the Association or a member of the bargaining unit to the principal of the school, a designated Association staff representative will be admitted to the building for the purpose of assisting in the adjustment of grievances.

**L. Association Participation in New Teacher Orientation**

Time will be provided for the Association on the agenda of the general orientation programs for new teachers.

**M. Loss of Seniority**

Seniority shall end upon resignation, failure to be re-elected, retirement, failure to return to work at the expiration of a leave of absence, failure to be recalled from layoff within twenty-four (24) months from the date of layoff, or termination of employment for any other reason.

**N. Communications, Complaints and Grievances**

1. Grievances, complaints and communications from employees associated with the Omaha Education Association shall be initiated in the following manner:
  - a. If the employee has a grievance, the employee should, within 20 working days of the incident, first discuss the matter with an immediate superior (at the building level the immediate superior is the principal) in an effort to resolve the problems informally. A

representative of the Association's staff may be invited to attend by either party. If the subject of the grievance extends beyond the authority and jurisdiction of the building principal, the employee may discuss the matter with the Assistant Superintendent for Human Resources.

If the employee is not satisfied, the employee shall have the right to have an Association representative's assistance in further efforts to resolve the problem.

- b. If the problem is not resolved through the aforesaid procedure, then within 20 working days of the incident, the aggrieved person must submit a grievance in writing to the principal or to the person to whom the aggrieved is directly responsible. The person to whom the grievance has been submitted shall have a reasonable period, not to exceed 10 working days, to render a decision and the reasons therefore in writing to both the aggrieved person and to the Association.
- c. If the aggrieved person is not satisfied with the disposition of the grievance, an appeal to the Superintendent should follow within 10 working days. Within 10 working days after receipt of the written appeal, the Superintendent or designated representative(s) shall meet with the aggrieved person. The Association's staff may be invited to attend, by either party, and participate in any meeting of the Superintendent or designated representative(s) with the aggrieved person.

The Superintendent shall within 10 working days of the hearing render a decision and the reasons thereof in writing to the aggrieved person with copies to the Association and to members of the Board of Education.

- d. Should the aggrieved person so desire, the decision of the Superintendent may be appealed to the Board of Education. Such a request should be sent to the Director of the Office of the Board of Education within 10 working days of the receipt of the Superintendent's decision in the matter. Such an appeal shall be in the form of a written request for a hearing before the Board of Education.

At the first meeting after receiving a grievance, the Board of Education shall set a hearing date which shall be within 10 working days. The aggrieved person shall, at this hearing, have the right to be assisted by a member of the staff of the Association and/or an attorney of his/her choice.

The Board of Education shall within 10 working days of the hearing render a decision in the matter and direct its Director to provide written notification of its decision to the aggrieved person and the Association.

A similar procedure shall be followed by employees other than those who are members of the Omaha Education Association.

- e. If the employee has a complaint other than a grievance, the employee may use steps a through c outlined in the grievance procedure above. Employees or groups of employees desiring to address the Board of Education on any matter shall direct their



communications to the Director, not to individual members, except that copies of any communication may be sent to all members.

An advisory committee of selected personnel shall be appointed by the Superintendent upon the advice of the Assistant Superintendent for Human Resources, to maintain a continuous liaison with all employees relative to maintaining high morale and professional growth among all employees.

2. All complaints shall be in writing, and no anonymous correspondence may be considered officially by the Board of Education.

It shall be understood by all parties involved in the grievance procedure that no reprisals of any kind, implied or intended, shall be brought against the person or persons involved in the resolving of the grievance.

#### **O. Contract Variance**

Both the Board of Education and the Association take pride in the creativity and dedication of this district's professional educators and realize this contract may not be able to anticipate all innovative approaches to programs and services provided for students and professional staff. In an effort to foster innovation and maintain the highest possible quality educational opportunities for students, contract provisions as discussed below may be waived.

Schools are encouraged to implement innovative approaches brought about as a result of the school improvement planning process and approved by the Principal and the Superintendent. The Association or the Board of Education may also bring forward innovative proposals that have a district-wide impact. If such innovations are deemed to be at variance with the contract, a waiver may be requested, before implementation, by representatives of the Omaha Education Association and/or representatives of the Board of Education. The specific variance request will be reviewed by representatives of the Association and the Board; a contract waiver will be allowed if agreed upon, in writing, by both parties. Waivers approved through this process will remain in effect through the duration of this Master Agreement.

This three year agreement (2015-2018) was reached on April 9, 2015. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective chief negotiators.

Attest:

by: \_\_\_\_\_  
Megan Neiles-Brasch, Chief Negotiator  
*School District No.0001 in the City of Omaha  
and County of Douglas and State of Nebraska*

\_\_\_\_\_  
Date

by: \_\_\_\_\_  
Lou Ann Goding, President  
*School District No.0001 in the City of Omaha  
and County of Douglas and State of Nebraska*

\_\_\_\_\_  
Date

by: \_\_\_\_\_  
Michele Settlemyer, Chief Negotiator  
*Omaha Education Association*

\_\_\_\_\_  
Date

by: \_\_\_\_\_  
Chris Proulx, President  
*Omaha Education Association*

\_\_\_\_\_  
Date

**APPENDIX A – YEAR 1**

Salary Schedule

<b>Step</b>	<b>BA</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+30</b>	<b>Ph.D</b>
<b>1</b>	\$38,849	\$40,666	\$44,665	\$46,119	\$48,380
<b>2</b>	\$38,849	\$40,666	\$44,665	\$46,119	\$49,200
<b>3</b>	\$38,849	\$40,666	\$44,665	\$46,119	\$50,020
<b>4</b>	\$38,849	\$40,666	\$44,665	\$46,119	\$50,840
<b>5</b>	\$40,303	\$42,120	\$46,119	\$47,573	\$51,660
<b>6</b>	\$40,303	\$42,120	\$46,119	\$47,573	\$52,480
<b>7</b>	\$41,757	\$43,574	\$47,573	\$49,027	\$53,300
<b>8</b>	\$42,711	\$44,528	\$48,527	\$49,981	\$54,120
<b>9</b>	\$42,711	\$44,528	\$48,527	\$49,981	\$54,940
<b>10</b>	\$44,165	\$45,982	\$49,981	\$51,435	\$55,760
<b>11</b>	\$45,619	\$47,436	\$51,435	\$52,889	\$56,580
<b>12</b>	\$47,073	\$48,890	\$52,889	\$54,343	\$57,400
<b>13</b>	\$47,073	\$48,890	\$52,889	\$54,343	\$58,220
<b>14</b>	\$47,073	\$48,890	\$52,889	\$54,343	\$59,040
<b>15</b>	\$48,527	\$50,344	\$54,343	\$55,797	\$60,270
<b>16</b>			\$54,343	\$55,797	\$61,500
<b>17</b>			\$55,797	\$57,250	\$62,730
<b>18</b>			\$55,797	\$57,250	\$63,960
<b>19</b>					
<b>20</b>					

**APPENDIX A – YEAR 2**

Salary Schedule

<b>Step</b>	<b>BA</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+30</b>	<b>Ph.D</b>
<b>1</b>	\$40,000	\$41,266	\$44,665	\$46,719	\$48,380
<b>2</b>	\$40,000	\$41,266	\$45,265	\$46,719	\$49,200
<b>3</b>	\$40,449	\$41,766	\$45,765	\$47,219	\$50,020
<b>4</b>	\$40,449	\$41,766	\$45,765	\$47,219	\$50,840
<b>5</b>	\$41,403	\$42,720	\$46,719	\$48,173	\$51,660
<b>6</b>	\$41,403	\$42,720	\$46,719	\$48,173	\$52,480
<b>7</b>	\$42,857	\$44,174	\$48,173	\$49,627	\$53,300
<b>8</b>	\$43,811	\$45,128	\$49,127	\$50,581	\$54,120
<b>9</b>	\$43,811	\$45,128	\$49,127	\$50,581	\$54,940
<b>10</b>	\$45,265	\$46,582	\$50,581	\$52,035	\$55,760
<b>11</b>	\$46,719	\$48,036	\$52,035	\$53,489	\$56,580
<b>12</b>	\$48,173	\$49,490	\$53,489	\$54,943	\$57,400
<b>13</b>	\$48,173	\$49,490	\$53,489	\$54,943	\$58,220
<b>14</b>	\$48,573	\$49,490	\$53,489	\$54,943	\$59,040
<b>15</b>	\$49,627	\$50,944	\$54,943	\$56,397	\$60,270
<b>16</b>			\$54,943	\$56,397	\$61,500
<b>17</b>			\$56,397	\$57,850	\$62,730
<b>18</b>			\$56,397	\$57,850	\$63,960
<b>19</b>			\$57,350	\$58,804	\$63,960
<b>20</b>			\$57,350	\$58,804	\$63,960

**APPENDIX A – YEAR 3**

Salary Schedule

<b>Step</b>	<b>BA</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+30</b>	<b>Ph.D</b>
<b>1</b>	\$41,000	\$42,640	\$45,100	\$46,740	\$48,380
<b>2</b>	\$41,820	\$43,460	\$45,920	\$47,560	\$49,200
<b>3</b>	\$42,640	\$44,280	\$46,740	\$48,380	\$50,020
<b>4</b>	\$43,460	\$45,100	\$47,560	\$49,200	\$50,840
<b>5</b>	\$44,280	\$45,920	\$48,380	\$50,020	\$51,660
<b>6</b>	\$45,100	\$46,740	\$49,200	\$50,840	\$52,480
<b>7</b>	\$45,920	\$47,560	\$50,020	\$51,660	\$53,300
<b>8</b>	\$46,740	\$48,380	\$50,840	\$52,480	\$54,120
<b>9</b>	\$47,560	\$49,200	\$51,660	\$53,300	\$54,940
<b>10</b>	\$48,380	\$50,020	\$52,480	\$54,120	\$55,760
<b>11</b>	\$49,200	\$50,840	\$53,300	\$54,940	\$56,580
<b>12</b>	\$50,020	\$51,660	\$54,120	\$55,760	\$57,400
<b>13</b>	\$50,840	\$52,480	\$54,940	\$56,580	\$58,220
<b>14</b>	\$51,660	\$53,300	\$55,760	\$57,400	\$59,040
<b>15</b>	\$52,480	\$54,120	\$56,990	\$58,630	\$60,270
<b>16</b>			\$58,220	\$59,860	\$61,500
<b>17</b>			\$59,450	\$61,090	\$62,730
<b>18</b>			\$60,680	\$62,320	\$63,960
<b>19</b>			\$61,910	\$63,550	\$65,190
<b>20</b>			\$63,140	\$64,780	\$66,420

**Omaha Education Association/Omaha Public School District 0001  
Nathan Hale Extended Learning Time Contract Variance 2015-2018**

Notwithstanding the specific reference herein to certain sections and provisions of the 2015-2018 OPS-OEA Master Agreement impacted by the contract variances, all of said provisions of the 2015-2018 OPS-OEA Master Agreement shall be, and remain, in full force and effect during the term of this Agreement and binding upon all employees represented by the bargaining agent Omaha Education Association except as otherwise specifically provided herein. Teachers at Nathan Hale Extended Learning Time will be paid a rate of pay based on the increased number of contract days and the extended duty day equal to the increased percentage of time worked compared to teachers on a 190 contract. The number of additional days and hours worked will include all the time the Nathan Hale Extended Learning Time teachers are required to work, beyond what is required of other teachers in the district.

**Extended Duty Day**

The Nathan Hale Extended Learning Time staff will have an extended duty day 60 minutes longer per day than the regular teacher duty day for 188 of the 192 duty days. The remaining 4 duty days will be the same length as the regular teacher duty day.

**Extended Contract Days**

The Nathan Hale Extended Learning Time staff will be assigned 192 day contract.

**Compensation**

In light of the extended contract days and extended duty hours, Nathan Hale Extended Learning Time staff will be paid at a rate of 113.42% of the applicable rate on the then current salary schedule.

**Payment for extended learning opportunity past the duty day**

Nathan Hale Extended Learning Time may elect to offer extended learning opportunities after the end of the school day during the 2015-2018 school years. Staff that volunteer to teach past the duty day should be paid at the summer school hourly rate of pay (\$28.50 per hour).

*Nothing in this contract variance requires or guarantees that any school staff will be designated Extended Learning Time school staff. This contract variance is being entered into in anticipation of philanthropy dollars to fund it and if the funding is not available, this variance will be null and void.*

**Omaha Education Association/Omaha Public School District 0001  
Wilson Elementary School Contract Variance 2015-2018**

Notwithstanding the specific reference herein to certain sections and provisions of the 2015-2018 OPS-OEA Master Agreement impacted by the contract variances, all of said provisions of the 2015-2018 OPS-OEA Master Agreement shall be, and remain, in full force and effect during the term of this Agreement and binding upon all employees represented by the bargaining agent Omaha Education Association except as otherwise specifically provided herein. Teachers at Wilson Focus School will be paid a rate of pay based on the increased number of contract days and the extended duty day equal to the increased percentage of time worked compared to teachers on a 190 contract. The number of additional days and hours worked will include all the time the Wilson Focus School teachers are required to work, beyond what is required of other teachers in the district.

**Extended Duty Day**

All Wilson Focus School staff will have an extended duty day 25 minutes longer per day than the regular teacher duty day for 200 of the 204 duty days. The remaining 4 duty days will be the same length as the regular teacher duty day.

**Extended Contract Days**

The Wilson Focus School staff will be assigned 204 day contract. The Wilson Focus School Staff will have 14 non-student contract days during each contract year. These 14 days will be for the purpose of professional training, teacher work days, or collaborative plan time

**Compensation**

In light of the extended contract days and extended duty hours, Wilson Focus School staff will be paid at a rate of 112.85% of the applicable rate on the then current salary schedule.

**Payment for extended learning opportunity past the duty day**

Wilson Focus School may elect to offer extended learning opportunities after the end of the school day during the 2015-2018 school years. Staff that volunteer to teach past the duty day should be paid at the summer school hourly rate of pay (\$28.50 per hour).

**Omaha Education Association/Omaha Public School District 0001  
Wakonda Elementary School Contract Variance 2015-2018**

Notwithstanding the specific reference herein to certain sections and provisions of the 2015-2018 OPS-OEA Master Agreement impacted by the contract variances, all of said provisions of the 2015-2018 OPS-OEA Master Agreement shall be, and remain, in full force and effect during the term of this Agreement and binding upon all employees represented by the bargaining agent Omaha Education Association except as otherwise specifically provided herein. All teachers at Wakonda Elementary School will be paid a rate of pay based on the increased number of contract days and the extended duty day equal to the increased percentage of time worked compared to teachers on a 190 contract. The number of additional days and hours worked will include all the time the Wakonda Elementary School teachers are required to work, beyond what is required of other teachers in the district.

**Extended Duty Day**

All Wakonda Elementary School staff will have an extended duty day 55 minutes longer per day for two days per week than the regular teacher duty day and 25 minutes longer per day for the remaining three days per week. 30 minutes of the additional 55 minutes shall be used for the purpose of collaborative team plan time. The remaining 25 minutes shall be used for the purpose of increasing the student instructional day.

**Extended Contract Days**

All Wakonda Elementary School PK-6 staff will be assigned 195 day contract. 176 days will be extended length student contact duty days. 14 days will be regular length non-student contact duty days as included in the negotiated agreement. Five (5) additional days will be regular length professional development duty days.

**Compensation**

In light of the extended contract days and extended duty hours, Wakonda Elementary School staff will be paid at a rate of 110.18% of the applicable rate on the then current salary schedule.

**Payment for extended learning opportunity past the duty day**

Wakonda Elementary School may elect to offer extended learning opportunities after the end of the school day during the 2015-2018 school years. Staff that volunteer to teach past the duty day should be paid at the summer school hourly rate of pay (\$28.50 per hour).



by: \_\_\_\_\_ Date \_\_\_\_\_  
Megan Neiles-Brasch, Chief Negotiator  
*School District No.0001 in the City of Omaha  
and County of Douglas and State of Nebraska*

by: \_\_\_\_\_ Date \_\_\_\_\_  
Lou Ann Goding, President  
*School District No.0001 in the City of Omaha  
and County of Douglas and State of Nebraska*

by: \_\_\_\_\_ Date \_\_\_\_\_  
Michele Settlemyer, Chief Negotiator  
*Omaha Education Association*

by: \_\_\_\_\_ Date \_\_\_\_\_  
Chris Proulx, President  
*Omaha Education Association*