

# **MASTER AGREEMENT**

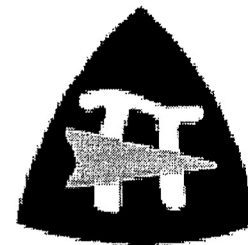
**Between**

**THE OMAHA EDUCATION ASSOCIATION**

**and**

**DOUGLAS COUNTY SCHOOL DISTRICT NO. 0001**

**2011-2012**



## TABLE OF CONTENTS

	Page
<b>I. INTRODUCTION</b>	
A. Terms of Agreement.....	1
B. Preamble.....	1
C. Definitions.....	1
D. Agreement Monitoring.....	2
E. Collaboration.....	2
<b>II. MANAGEMENT RIGHTS AND RESPONSIBILITIES.....</b>	<b>3</b>
<b>III. NON-NEGOTIATED SECTION.....</b>	<b>3</b>
A. Association Leave .....	3
B. Sick Leave.....	4
C. Association Representatives.....	4
D. Use of School Facilities.....	4
E. New Teacher Orientation .....	5
F. Salary Deductions .....	5
G. Tax-Sheltered Annuity .....	6
H. Personnel Files .....	6
I. Loss of Seniority .....	7
J. Leaves of Absence .....	7
<b>IV. NEGOTIATED SECTION.....</b>	<b>8</b>
A. Recognition by Board.....	8
B. Length of Year of Experience .....	8
C. Credit for Experience .....	8
D. Elementary Preparation/Conference/Planning Time .....	9

E. Duty Hours.....	10
F. Acceptable Dress and Appearance.....	11
G. Direct Deposit of Checks .....	11
H. Payments for Services from Activity Funds.....	11
I. Communications, Complaints and Grievances.....	12
J. Citizenship Rights.....	13
K. Employee Personal Property Insurance.....	14
L. Assault of Staff Member .....	14
M. Safety Patrol.....	15
N. University Work During the School Year .....	15
O. Publishing Teaching/Administrative Vacancies.....	15
P. Salaries .....	15
1. Summer School Teachers.....	16
2. Adult Education Teachers .....	16
3. Teacher In-service Pay .....	16
4. Assistance for New Teachers .....	16
5. Inclement Weather .....	16
6. Curriculum Writing.....	17
7. Student Teacher Compensation.....	17
Q. Salary Credit for Training Beyond Bachelor's and Master's Degrees .....	17
1. Bachelor's Degree Plus Eighteen Hours .....	17
2. Bachelor's Degree Plus Forty Five Hours.....	17
3. Master's Degree Plus Thirty Hours.....	18
4. Payment for Salary Credit.....	18
R. Longevity Provision.....	18
S. Payment for Accumulated Sick Leave .....	19
T. Use of Personal Automobile .....	20
1. Car Allowance.....	20
2. Liability Coverage for Certificated Staff Who Transport Students..	20
U. Benefits for Part-Time Certificated Staff.....	20
Health and Accident.....	20
Group Term Life Insurance.....	20
Sick Leave.....	21

Personal Leave .....	21
Bereavement Leave .....	21
Part-Time Pro-Rate.....	21
V. Senior High Department Head .....	21
W. Guidance Staff.....	21
X. Dean of Students .....	22
Y. Curriculum Specialist.....	22
Z. Facilitator .....	22
AA. Extra Duty - Elementary, Middle Level and Junior and Senior High Teachers .....	22
BB. Insurance .....	27
1. Employee Medical-Hospitalization-Major Medical Insurance .....	27
2. Group Term Life Insurance .....	28
3. Long-Term Disability Program .....	29
4. Flexible Benefit Plan .....	30
CC. Early Leaving Incentive Program.....	30
1. Purpose.....	30
2. Program Eligibility Requirements and Provisions.....	30
3. Benefits .....	31
DD. Leaves of Absence .....	32
1. Absence for Professional Purposes.....	32
2. Adoptive Leave .....	32
3. Bereavement Leave .....	32
4. Child Rearing Leave.....	33
5. Personal Leave .....	33
6. Leave of Absence for Any Reason .....	35
7. Sabbatical Leave.....	35
8. Status Upon Return from Leave .....	35
9. Sick Leave.....	35
10. Association President .....	37
11. Association Leave of Absence.....	37
12. Vacation .....	37
EE. Staff Safety.....	37
FF. Teacher Work Day .....	37
GG. District Assessment Inservices .....	38
HH. Staff Entrance to District Sports Events .....	38
II. Contract Variance .....	38
Memorandums of Understanding.....	51
Extended Learning Time School Contract Variance .....	53
Focus School Contract Variance .....	54

## I. INTRODUCTION

### A. Terms of Agreement

This 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 the 2011-12 employee contract year and remain in effect until the first day of the 2012-13 employee contract year.

Either party may reopen negotiations for the purpose of bargaining modifications of salary and fringe benefits for the 2011-12 school years only in the following circumstances:

1. Judicial, legislative, or regulatory action, or the petition process results in receipt by the Omaha Public Schools of funds designated for payment of salaries and fringe benefits for employees covered by this agreement and the Omaha Public Schools 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.

The "Negotiated Section" contains those issues which have been agreed to by the Board of Education and the Omaha Education Association through the negotiation process. The "Non-Negotiated Section" contains specific personnel practices, policies, and procedures which contribute to the efficient management of the School District of Omaha.

In the event a negotiated agreement has not been reached by August 1 of any given contract year, it is understood the provisions including discretionary benefits and salary of the previous contract, will remain in effect until current negotiations and the negotiations for the following year are completed. Changes required to federal and state withholdings will be made as mandated by statute or regulations,

### B. Preamble

This agreement between Douglas County School District No. 0001 and the Omaha Education Association begins the first day of the 2011-12 employee contract year and remains in effect until the first day of the 2012-13 employee contract year

### 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.

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 Omaha Public Schools.

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.

Administrator or Supervisor - Any certificated employee such as director, coordinator, principal, assistant principal, or other 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.

Regular Teaching Salary (this definition only affects Article IV, Sections V, W, 1, 2 and 3, X, and Y) - The salary from the teacher's salary schedule used for this computation shall be the employee's scheduled salary and any top step supplements awarded.

Middle level - Schools that are composed of either seventh through eighth grades or fifth through eighth grades.

Contract Year - August 1 to July 31.

#### **D. Agreement Monitoring**

The School 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**

We are committed to developing a collaborative working relationship at all levels of the system during the life of this contract and beyond. An effective working relationship is one in which the parties work together to do what is best for students.

Developing and maintaining a collaborative relationship requires all parties to perform in partnership as professional colleagues who share a common dedication to student achievement. Parties work together with mutual respect; clear and direct communication and a willingness to listen and understand.

## **II. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

The Board of Education and administration reserve and retain all rights to manage the School 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:

1. Contract and subcontract existing and future services related to School District plant operation.
2. Determine whether and to what extent services shall be performed by employees covered by this Agreement.
3. Transfer its services either in whole or in part, from or to any of its employees, facilities, and locations.
4. Determine the number and types of employees assigned to schools, departments, and divisions.
5. Establish and change work schedules.
6. Hire, transfer, promote, and demote employees.
7. Layoff, terminate, or otherwise relieve employees from duty for unsatisfactory performance or other legitimate reasons as provided by statute.
8. Suspend, discharge, or discipline employees as provided by statute.
9. Determine the use of administrative and leadership personnel to perform work.
10. 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 School District and any other rights and responsibilities reserved to the Board of Education and administration by the statutes of the State of Nebraska.

## **III. NON-NEGOTIATED SECTION**

### **A. 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.

#### **B. Sick Leave**

1. 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 of Schools may designate a second physician to conduct an examination to confirm the opinion of the employee's physician.
2. 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.

#### **C. 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.

#### **D. 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.

#### **E. New Teacher Orientation**

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

#### **F. 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

##### **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, U.S. savings bonds 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.

## G. 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.

## H. Personnel Files

1. The official personnel file shall include, but is not limited to, initial employment records, academic records, placement and assignment records, state certification, evaluation forms, transfer records, disciplinary records, letters of commendation and recommendation, and other employment data.
2. Upon request, a certificated staff member will be given a copy of any adverse material when it is placed in the individual's official personnel file. All materials placed in the individual's official personnel file shall be stamped with the date such material was received in the Department of Human Resources.
3. Certificated staff members may review material compiled in official personnel files except for pre-employment references and reports, provided the Department of Human Resources is notified in advance. At the request of the employee, an Association representative may accompany the employee during the review of his or her official personnel file.
4. No material placed in the certificated staff member's official personnel file, including any evaluations of the individual, shall be used to discipline the individual unless a copy is shown to him or her prior to the discipline. At the individual's request, a copy of the material will be provided.
5. If additional files are maintained in the office of the principal, staff members may review such material provided the person asks for such a review in advance. At the request of the employee, an Association representative may accompany the individual during the review of said file.
6. Working-note files on employees may be maintained by administrators for the purpose of enhancing the performance and relationship between the administrator and the employee.

Issues or happenings not serious enough to warrant an immediate conference with the employee are appropriate for insertion into the working-note file. This file need not be given to the employee. If working-note file items are used as a part of the employee's evaluation or observation logs, they must be accessible to the employee and they must be placed into the personnel file, maintained by the principal.

7. Official personnel files will be maintained, stored, and organized so that pertinent data can be compiled in response to local, state, and national requests for information as well as internal decision making (within individual rights to privacy).

## I. 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.

## J. Leaves of Absence

1. Any employee, may upon proper application to the Superintendent of Schools 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 Omaha Public Schools at the time of application for the leave.

2. Members of the teaching staff, 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.
3. 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 of Schools may designate a second physician to conduct an examination to confirm the opinion of the employee's physician.
4. 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.
5. 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.

6. An employee on leave of absence shall not receive credit toward advancement on the salary schedule during the period of leave nor shall such time count as years of service for the purpose of acquiring permanent tenure. An employee on leave for military service may receive credit, not to exceed three years, for time spent in military service toward advancement in salary or wages on the regular salary schedule. In time of peace the person must have been drafted to receive such credit.
7. 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.

#### IV. NEGOTIATED SECTION

##### A. Recognition by Board

The *Policies and Regulations of the School District of Omaha* handbook will include a copy of the Master Agreement between the Omaha Education Association and Douglas County School District No. 0001. The Board of Education recognizes exclusively the Omaha Education Association for the purpose of representing the district's certificated staff, except those exempted by state statutes, for the purposes of negotiating and discussing those items which comply with the Nebraska Commission of Industrial Relations Act.

##### B. Length of Year of Experience

Effective with the 2003-04 school year, covered employees will accrue creditable service in half-year increments. For all purposes, including the adjustment of salaries and the computing of fringe benefits, at least 70 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 Omaha school system. No surplus of the number of days in one school semester shall apply to another semester, nor shall days of duty in summer school be counted. For the purposes of employee retirement, units will be recorded at the completion of each contract year.

Teaching staff on a 190-day contract, for the 2011-12 school years, will be assigned 186 regular duty days (188 regular duty days for new staff). Teacher Leaders will be assigned 195 regular duty days. Helping and Lead Teachers will be assigned 200 regular duty days.

##### C. Credit for Experience

Teachers and nurses may, 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 Schools. (At the discretion of the Superintendent of Schools 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 1999-00 school year were awarded a maximum of seven years experience.

##### D. Elementary Preparation/Conference/Planning Time

1. Preparation/conference/planning time shall be used for the purpose of preparation, grading papers, contacting parents, planning, or other aspects connected with the instructional duties of the classroom teacher/art, library science, physical education, special education, instrumental and vocal music specialist.
2. Elementary classroom teachers/art, library science, physical education, special education, instrumental and vocal music specialists shall have a minimum of 400 minutes, during student contact time, of preparation/conference/planning time during a two-week instructional period for the school year.
3. A staff may collaboratively decide to engage in professional consultations which include team reflection on teaching strategies and student achievement, during portion of said 400 minutes of planning time. No meetings, inservices or activities required by the administration can occur during said 400 minutes of plan time unless faculty and administration have collaboratively decided upon the activity.

Effective with the 2006-07 school year, at least 1,080 minutes during the school year shall be set aside for the use of team planning activities that would be cooperatively decided by the administrative and teaching staff, and would include, but not be limited to, team reflection on teaching strategies and student achievement. Time designated for team planning activities shall include two entire duty days, the Thursday mornings during the fall and spring weeks designated for elementary Parent Teacher Conferences (no students in session on that day), and 135 minutes of one afternoon ending prior to the usual dismissal time for the elementary students in each building. This time will be in addition to the planning and preparation time provided by Section IV D 5. These teacher duty days will meet the requirements of Section IV E, Paragraph 1. Time designated for team planning activities will not be rescheduled to another day when missed due to holiday, inclement weather days or other conflicts on the master calendar.

Time designated for team planning activities shall be used for team planning activities and shall not include any activities that require student contact. Time designated for team planning activities will not result in any reduction of the minimum of 400 minutes, during student contact time, of preparation/conference/planning time during a two week instructional period for the school year. Duty time before or after student contact time during all other duty days shall be used to prepare for instruction and to perform supervisory duties assigned by the principal. Those duties are to be equitably distributed among the staff members.



The Elementary T.E.A.M (*Together Everyone Achieves More*) plan will be reviewed and evaluated annually for possible modification to best serve the needs of children, staff and families. Information regarding this change in schedule should be done through a variety of means including, but not limited to, teacher/parent communications, newsletters or other school events; in addition, parent/staff surveys and an exploration of Kids Club will be completed.

Upon written notification by the Board of Education of Douglas County School District No. 0001, the Omaha Education Association and the Omaha Public Schools Board of Education will re-open the Master Agreement to consider an alternative plan or modifications to the Elementary T.E.A.M (*Together Everyone Achieves More*) plan at any time prior to April 1, annually. Modifications and/or alternatives must be reviewed and agreed upon by both parties before the language is inserted into the contract. Unless there is an agreed upon modification of the above, Elementary T.E.A.M (*Together Everyone Achieves More*), that plan will continue.

3. New teachers with the Omaha Public Schools have the responsibility of working with specialists to become knowledgeable of the sequence of skills and proper teaching techniques within the areas of art, library science, music and physical education during their first year. At the discretion of the principal, the teachers may be released from this obligation prior to the end of the school year.
5. Elementary teachers shall have 17.5 hours prior to the first student contact day, 3.5 hours on the Curriculum Day as determined by the district calendar planning committee, and 7 hours after the last student contact day for the purpose of planning and preparation time unless inclement weather requires the district to extend the student day calendar in order to meet state requirements.
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 Teachers—Full-time special education teachers will be provided ½ day per quarter for student record maintenance purposes (in addition to their plan time).

#### **E. Duty Hours**

The regular elementary day may begin and end at different times from school to school, but shall not exceed 455 minutes in length for elementary teachers and 480 minutes in length for counselors.

The regular middle level day may begin and end at different times from school to school, but shall not exceed 470 minutes in length for middle level teachers; and 495 minutes in length for counselors.

The regular high school day may begin and end at different times from school to school, but shall not exceed 470 minutes in length for high school teachers; 495 minutes in length for department heads and counselors; and 510 minutes in length for Directors of Guidance and Curriculum Specialists.

The school day for Alternative Schools for secondary students may begin and end at different times from school to school, but shall not exceed 470 minutes in length for teachers; 495 minutes in length for counselors; and 510 minutes in length for Lead Teachers.

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.

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.

#### **F. 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 businesslike 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.

#### **G. Direct Deposit of Checks**

Electronic direct deposit of a certificated employee's payroll check will be made upon written notification by the employee to the Secretary of the Board of Education on a form provided by the School District. A statement of earnings will be distributed on the normal payday which will include the same information which is included on the check stubs of those employees who do not elect to participate in the electronic direct deposit program. The deposit will be made in a participating bank, savings and loan, or other financial institution of the employee's choosing.

#### **H. 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.

## I. 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 of Schools 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 of Schools 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.
3. 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.

## J. Citizenship Rights

1. It shall be the policy of the Board of Education to guarantee all employees of the Omaha Public Schools full political equality with other citizens in the exercise of their political rights and responsibilities with the statutes of the State of Nebraska.
2. An employee may take a leave of absence when elected to an elective public office. Requests shall be submitted in writing to the Superintendent of Schools 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 School District, to give notice of his or her intentions regarding continued employment by the School 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.

**K. Employee Personal Property Insurance**

The Board of Education shall provide reimbursement for personal property of any full-time employee of the School District of Omaha if such property is stolen, damaged, or destroyed by assault, theft, vandalism, 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 will be considered in an amount less than ten dollars and in no event shall the liability of the School District assumed hereby exceed \$250 on any one occurrence per claimant.

**L. Assault of Staff Member**

Any staff member who is injured as the result of an assault while performing assigned duties or in maintaining order on any school premises or at any school function, may receive a maximum of fifteen (15 days) of recuperative leave. In order to qualify for such leave, the staff member must require hospitalization and/or medical attention of such nature that hospitalization or physician recommended home convalescence is necessary. If such staff member shall be off duty for more than the fifteen (15) days of recuperative leave, said staff member shall be allowed to use, but not required to use, accumulated sick leave or personal leave.

Absence from work under this section is authorized only upon recommendation of the employee's physician. The Superintendent of Schools may select a physician to confirm the opinion of the employee's physician, and termination of recuperative leave benefits may result based on such physician's recommendation.

Compensation payable pursuant to this section may be taken in full or partial days and may be used to coordinate with any worker's compensation benefits payable for the period for which such compensation is provided. Under no circumstances will payment continue beyond the point for which the employee qualifies for benefits under the district's long term disability plan.

**M. Safety Patrol**

The school Safety Patrol, as a recognized element of the education program, shall be supervised by a member of the certificated staff. Supervision of the Safety Patrol will be, to the extent feasible, a voluntary duty, which need only be accepted for a period of one school year at a time. The duty is to be rotated among the certificated staff unless an individual volunteers for the duty in successive years. In the event no one volunteers, the principal shall appoint a member of the certificated staff as the Safety Patrol sponsor, with such an appointment to be in force for one school year.

Safety Patrol sponsors will be reimbursed for out-of-pocket expenses needed to administer and supervise the Safety Patrol program. Safety Patrol sponsors must receive administrative approval from the principal before any expenses will be paid. Expenses for parties, refreshments, and gifts will not be approved.

**N. University Work During the School Year**

Enrollment in university course work for credit should be limited during the school year, and should not exceed the time each individual staff member is able to devote to such involvement.

The Office of the Superintendent reserves the right to counsel individually with employees in those instances which may be deemed to conflict with the employee's responsibilities required of all staff relative to professional meetings, committee work, PTA or community club meetings or other activities which further the work in the classroom.

**O. Publishing Teaching/Administrative Vacancies**

Beginning on the Friday following April 15 until the first Friday in June, a list of teaching vacancies by schools will be sent to the schools weekly for posting purposes. The vacancy list will be made available online to teachers during the month of July. A list of known and anticipated administrative and supervisory vacancies will be published by classification in the Superintendent's Bulletin, online or in other official publications annually.

**P. Salaries**

**NOTE:** Salaries and health insurance for covered employees (classroom teachers, nurses, teacher leaders, and helping and lead teachers) will increase an average of 2.86% in 2011-12.

All employees currently receiving top step "supplements" will continue to receive the same supplemental amounts during 2011-12. There will be an additional across the board supplement of \$1,000 for the 2011-12 contract year for teachers, nurses, teacher leaders, and helping and lead teachers who reached the top step prior to 2011-12.

In 2011-12, the salaries for classroom teachers, nurses, teacher leaders, and helping and lead teachers for Steps 1-15 shall be indexed to the BA Base. The index increment between each of those steps shall be an index that is 4% greater than the index of the previous step (Step 1 will be \$33,460 in 2011-12).

**The Long Service Increment Base will be \$27,000.**

**The Extra Duty Base will be \$30,250 for 2011-12.**

**1. Summer School Teachers (15D)**

Certificated teachers shall be paid .0009 x the Extra Duty Base (rounded to the nearest 25cents) per hour \$27.25 for 2011-12.

**2. Adult Education Teachers (15E)**

Certificated teachers shall be paid .0009 x the Extra Duty Base (rounded to the nearest 25 cents) per hour \$27.25 for 2011-12.

**3. Teacher In-service Pay (15F)**

Teachers who instruct in-service classes during off-duty hours shall be paid the summer school hourly pay rate for teachers.

**4. Assistance to New Teachers**

Effective with the 2001-02 contract year, a mandatory three-day teacher induction program will be held for new teachers immediately prior to the first new teacher contract day. The term "new teacher" will include all Pre-K-12 teachers new to the profession and/or new to Omaha Public Schools. New teachers will be paid \$215.00 per day.

In addition, effective with the 2003-04 contract year, new teachers are required to attend seven hours of mandatory curriculum/instructional meetings each semester. These meetings will be deemed part of their regular first year duty time and, upon successful completion, be compensated at \$150 per semester.

The district will provide a differentiated Professional Development program for teachers new to the district who have three years or more prior experience than for new hires with less than three years prior experience.

**5. Inclement Weather**

When staff is required to be on duty beyond the 186 (188) 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 186 (188) actual duty days worked, staff shall be required to make up the time subject to procedures determined by the Superintendent of Schools.

**6. Curriculum Writing**

Certificated teachers shall be paid .0009 x the Extra Duty Base per hour (\$27.23 for 2011-12) for curriculum writing (curriculum writing as defined by the Assistant Superintendent of Curriculum and Learning) unless there is a grant stipulation that requires a different amount be paid. The terms of the grant must be available upon request.

**7. Student Teacher Compensation**

Compensation available from higher education institutions for sending student teachers to the Omaha Public Schools will be used to purchase credit hours from higher education institutions. All unused credit hours received in a semester will be pooled and distributed evenly to those teachers serving as cooperating teachers that semester who desire those credits for an approved program. Human Resources will notify cooperating teachers of the availability of these credit hours at the time they accept a student teacher. A teacher desiring credit hours must commit in writing (the semester he/she supervised said student teacher) of his/her desire to utilize credit hours to the Assistant Superintendent of Human Resources and will have access to his/her portion of credit hours up to three years from the time the teacher completed said responsibilities with the said student teacher.

**Q. 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.

**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. 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.

## R. Longevity Provision

Beginning September 1, 1978, each certificated employee after 20 years of creditable experience in the School District of Omaha, will receive a longevity provision equal to 5.75% of the Long Service Increment Base salary. After 25, 30, 35, 40 and 45 years of creditable experience, each certificated employee will receive additional longevity provisions equal to 5.75% of the Long Service Increment Base salary. After September 1, 2001, the longevity provision equal to 5.75% of the Long Service Increment Base salary will no longer be available to certificated employees who on that date have 15 years or less of creditable experience.

Beginning September 1, 2001, each certificated employee after 15 years of creditable experience in the School District of Omaha will receive a longevity provision equal to 3.45% of the Long Service Increment Base salary. After 20, 25, 30, 35, 40 and 45 years of creditable experience, each certificated employee will receive additional longevity provisions equal to 3.45% of the Long Service Increment Base salary.

Prior to September 1, 2001 (applications must be submitted by May 1, 2001), each certificated employee who on that date has between 16 and 19 years of prior creditable experience in the School District of Omaha, will be allowed a one time only choice between the employee's longevity provisions with the 2001-02 contract year at 3.45% of the Long Service Increment Base salary or waiting until after 20 years of creditable experience and beginning the employee's longevity provisions at 5.75% of the Long Service Increment Base salary.

The Long Service Increment Base will be \$27,000.

Creditable experience shall mean actual experience within the district as a certificated employee of the Omaha Public Schools as defined in Section 5.03 of the *Policies and Regulations of the School District of Omaha*.

## S. 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 Omaha Public Schools, 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:

1. 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 DD, Paragraph 9a.
2. If the employee dies after 18 creditable years of service to the Omaha Public Schools, 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.
3. 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.
4. 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 Omaha Public Schools 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 Omaha Public Schools 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 Omaha Public Schools, be paid the applicable dollar amount of the employee's unused sick leave in a lump sum within 60 days of such termination.

**T. 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. 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.

**U. Benefits for Part-Time Certificated Staff**

**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.

1. Board of Education will pay 50% of premium cost. Employee will pay 50% of premium cost.
2. Premium cost will be paid through payroll deduction.
3. After three consecutive years of part-time employment, the employee shall become eligible for dependent coverage. Employee will pay 50% of single premium cost, 50% of the Board contribution to dependent coverage, and all of the remaining dependent coverage premium cost.
4. An employee must make a decision to participate by September 1 of each school year unless he/she is a newly hired employee.

**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.

1. Board of Education will pay 50% of premium cost. Employee will pay 50% of premium cost.
2. If part-time annual salary converts to \$8,000 or more, the employee is eligible for \$25,000 worth of coverage.

3. Premium cost will be paid through payroll deduction.

4. Employee must make decision to participate by September 1 of each school year unless he/she is a newly hired employee.

**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.

**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.

**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.

**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.

**V. Senior High Department Head**

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.

**W. Guidance Staff**

**1. Guidance Director**

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.

**2. 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.

3. 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.

X. 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 5,100 minutes (middle school and high school) beyond that of a regular teacher. Duties outside of the regular teacher's duty day or year will be assigned by the principal in collaboration with the dean of students.

Y. Curriculum Specialist

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.

Z. Facilitator

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

AA. Extra Duty - Elementary, Middle Level, Junior and Senior High Teachers

- 1. 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 noninstructional 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 .0008 times the Extra Duty Base per hour (\$24.20 for 2011-12). If it becomes necessary to temporarily assign students to other classes because a substitute teacher is not available, the teacher receiving the additional students shall be paid a proportion of .00095 times the Extra Duty Base per hour (\$28.74 for 2011-12). 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.

- 2. In middle level, junior and senior high schools, and secondary alternative education programs where the class schedule is based upon eight 45-minute periods, six classes a day shall be the amount of work assigned to the regular classroom teacher. A regular classroom teacher who temporarily teaches one extra period and loses preparation/conference/planning time because a substitute teacher is not available shall be paid .0008 times the Extra Duty Base per hour (\$24.20 for 2011-12). A regular classroom teacher who teaches one extra period for a semester shall be paid .00095 times the Extra Duty Base per hour (\$28.74 for 2011-12).

A staff may collaboratively decide to engage in professional consultations which include team reflection on teaching strategies and student achievement, during portion of said planning time. No meetings, inservices or activities required by the administration can occur during plan time.

- 3. In middle level, junior and senior high schools, and secondary alternative education programs where the class schedule is based upon seven 50-minute periods, six classes a day shall be the amount of work assigned to the regular classroom teacher.

A regular classroom teacher who temporarily teaches one extra period and loses preparation/conference/planning time because a substitute teacher is not available shall be paid .0008 times the Extra Duty Base per hour (\$24.20 for 2011-12). A regular classroom teacher who teaches one extra period for a semester shall be paid .00095 times the Extra Duty Base per hour (\$28.74 for 2011-12).

A staff may collaboratively decide to engage in professional consultations which include team reflection on teaching strategies and student achievement, during portion of said planning time. No meetings, inservices or activities required by the administration can occur during plan time.

- 4. In senior high schools, and secondary alternative education programs where the class schedule is based upon six 60-minute periods, five classes a day shall be the amount of work assigned to the regular classroom teacher. A regular classroom teacher who temporarily teaches one extra period and loses preparation/conference/planning time because a substitute teacher is not available shall be paid .0008 times the Extra Duty Base per hour (\$24.20 for 2011-12). A regular classroom teacher who teaches one extra period for a semester shall be paid .00095 times the Extra Duty Base per hour (\$28.74 for 2011-12).

A staff may collaboratively decide to engage in professional consultations which include team reflection on teaching strategies and student achievement, during portion of said planning time. No meetings, inservices or activities required by the administration can occur during plan time.

- 5. In schools with advisor/advisee programs, the length of regular class periods will be adjusted to reflect the length of the advisor/advisee session.
- 6. Extra remuneration for athletics, fine arts, and other secondary school assignments are as follows:

Activity	Positions Per Schools	Percentage Of Extra Duty Base
<b>Athletics</b>		
Senior High – Head Coach - Boys		
Varsity cross-country	1	7.0
Varsity golf	1	7.5
Varsity tennis	1	8.5
Varsity swimming	1	11.5
Varsity soccer	1	12.5
Varsity track	1	12.5
Varsity baseball	1	13.0
Varsity wrestling	1	13.0
Varsity basketball	1	20.0
Varsity football	1	20.0
Senior High – Head Coach – Girls		
Varsity cross-country	1	7.0
Varsity golf	1	7.5
Varsity tennis	1	8.5
Varsity swimming	1	11.5
Varsity soccer	1	12.5
Varsity track	1	12.5
Varsity softball	1	13.0
Varsity volleyball	1	14.0
Varsity basketball	1	20.0
Senior High – Head Coach – Boys and Girls Combined		
Varsity cross-country	1	9.0
Varsity track	1	14.0
Varsity swimming	1	16.0
Senior High Assistant Coach (If program warrants)		
Varsity cross-country	1	5.0
Senior High – Assistant Coach - Boys		
Assistant baseball	1	9.0
Assistant soccer	1	9.0
Assistant track	2	9.0
Assistant wrestling	1	9.0
Assistant Basketball - 9 <sup>th</sup> Gr.	1	9.5
Assistant Basketball - Reserve	1	10.0
Assistant football	5	10.0
Assistant basketball - JV	1	11.0
Senior High – Assistant Coach – Boys and Girls Combined		
Assistant cross country (if program warrants)	1	5.0
Assistant swimming	1	8.5

Senior High – Assistant Coach – Girls		
Assistant Volleyball - 9 <sup>th</sup> Gr.	1	7.5
Assistant soccer	1	9.0
Assistant track	1	9.0
Assistant volleyball	1	9.0
Assistant softball	1	9.0
Assistant Basketball - 9 <sup>th</sup> Gr.	1	9.5
Assistant basketball - JV	1	11.0

#### Senior High – Athletic Director Aide(s)

Each high school will receive the equivalent of 28% of the Extra Duty Base (\$8,470 for 2011-12) for remuneration to 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 high school sports programs. If certificated employees are used, the trainer will be paid 15% times the Extra Duty Base per athletic season (those sports conducted during the fall, winter, and spring seasons).

#### Middle Level (7/8) - Head Coach - Boys

Swimming	1	6.75
Flag Football	1	6.75
Wrestling	1	6.75
Soccer	1	6.75
Basketball	1	6.75
Track	1	6.75
Cross Country	1	6.75

#### Middle Level (7/8) - Head Coach Girls

Swimming	1	6.75
Soccer	1	6.75
Volleyball	1	6.75
Basketball	1	6.75
Track	1	6.75
Cross Country	1	6.75

Junior High/Middle Level Assistant Coach Positions (Boys and Girls) will be compensated at 4.0%. Assistant Coaching Positions for middle school sports will be determined as needed on a school-by-school basis by the Department of Curriculum and Learning.

#### Intramurals

The pay per intramural unit at the middle level, junior and senior high schools shall be 1.5% of Extra Duty Base (\$453.75 for 2011-12).



**Fine Arts - Senior High**

Assistant Band Director (If program warrants)		5.0
Debate	1	10.0
Dramatics	1	10.0
Vocal music	1	12.0
Instrumental music	1	18.0

**Others**

**Senior High**

Academic Decathlon	1	5.0
Drill Team	1	5.0
Pep Club	1	5.0
Pom Poms	1	5.0
Student Government	1	5.0
Newspaper	1	9.0
Stagecraft	1	9.0
Yearbook	1	9.0
Vocational Student Advisory		
DECA	1*	10.0
FBLA	1*	10.0
<i>Skills USA – VICA</i>	1*	10.0
Cheerleader	1	12.0
JROTC Instructor	2**	14.0

\*If there is only one DECA, FBLA, or Skills USA – VICA sponsor, he/she receives 10% of the Extra Duty Base. If there are Assistant Sponsors, the Lead Sponsor receives 8% and each Assistant receives 5% of the Extra Duty Base. 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 14% of the Extra Duty Base 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 9% of the Extra Duty Base.

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

7. **Athletics** - An additional \$100.00 per season will be included for staff members with more than five (5) years of OPS experience in the designated coaching area; \$150.00 will be added for staff with more than ten (10) years of OPS experience in the designated coaching area.

**Fine Arts** - An additional \$100.00 per activity will be included for staff members with more than five (5) years of OPS experience in the designated fine arts area; \$150.00 will be added for staff with more than ten (10) years of OPS experience in the designated fine arts area.

**Others** - An additional \$100.00 per activity will be included for staff members with more than five (5) years of OPS experience in the designated area; \$150.00 will be added for staff with more than ten (10) years of OPS experience in the designated area.

8. 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 .0005 times the Extra Duty Base (rounded to the nearest 25 cents) per hour (\$15.25 for 2011-12). 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 1.5% of the Extra Duty Base (\$453.75 for 2011-12).

10. **Student Assistance Teams** - Members of Student Assistance Teams will be able to submit a maximum of 6 hours of professional growth annually toward the employee's professional growth period.

**BB. Insurance**

**1. Employee Medical-Hospitalization-Major Medical Insurance**

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

The School District shall pay the equivalent of 100% of the employee premium under an employee Preferred Provider Organization Group Hospital-Surgical-Major Medical Insurance Plan, approved by the Board of Education for all full-time employees who have been with the School District of Omaha for 30 calendar days.

Participation by the full-time employee shall begin on the first of the month following the first 30 calendar days of employment and coverage shall be mandatory. Beginning with the 2001-02 contract year, participation by the full-time employee shall begin on September 1 or the first of the month following the first 30 calendar days of employment.

Effective September 1, 2006, the School District shall pay the equivalent of 60% of the dependent premium under an Employee Preferred Provider Organization Group Hospital-Surgical-Major Medical Insurance Plan approved by the Board of Education for all full-time employees who have been with the School District of Omaha a minimum of three consecutive years immediately preceding September 1, 1975, and September 1 of succeeding years, for those who qualify after September 1, 1975. Years of service is as defined in Section 5.03, "Length of Year of Experience" of the *Policies and Regulations of the School District of Omaha*. Official leaves of absence shall not constitute a break in service for these purposes.

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.

Present plans call for the school district to participate in the Educator's Health Alliance Blue Cross/Blue Shield Blue Preferred (\$600 deductible PPO) Health and Dental Care (80% Coverage A and B and 50% C) Program. Hospital pre-admission certification is a component of the plan. However, in the interest of obtaining comparable or improved employee coverage at a lower cost, the Board of Education will study and analyze health and accident insurance programs from other qualified carriers. The Board of Education will inform the Association of progress on the study. Association leadership will be extended the opportunity to discuss available program alternatives prior to any decision to change insurers.

The Board of Education will not change the carrier unless current employee coverage can be maintained or improved 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 changes the insurer, 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.

## 2. Group Term Life Insurance

The School District of Omaha 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 School District of Omaha 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.

4. 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 **School 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 School 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 School 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.

### CC. Early Leaving Incentive Program

Full-time certificated employees, upon written application and approval of the Superintendent of Schools and the Board of Education may participate in the Early Leaving Incentive Program. The program will be analyzed and evaluated annually for possible modification or termination. Modifications or termination shall not affect employees previously participating in the program.

#### 1. Purpose

The major purpose of this program is to provide eligible certificated employees a voluntary early retirement incentive plan that is in coordination with the Omaha School Employees' Retirement System and that provides supplemental retirement income as a bridge between early retirement from the Omaha Public Schools and the age when the retiring employee is eligible to receive benefits under Title II of the Social Security Act (age 62). The objectives of the program include, but are not limited to, the following:

- a. To offer financial incentives which will assist long-term employees considering early retirement or early-leaving decisions.
- b. To reduce costs by replacing maximum salary employees with lesser salary employees.
- c. To reduce or eliminate the possibility of teacher layoffs.
- d. To provide a better balance of employee experience.

#### 2. Program Eligibility Requirements and Provisions

- a. Applications must be made in writing on the appropriate form provided by the School District by March 1 of the school year prior to the school year in which the certificated employee wishes to discontinue full-time employment.

- b. The certificated employee must have at least eighteen (18) creditable years of service (Sec. 5.03a) as a full-time employee in the School District and attained at least age fifty-five (55) as of the separation date (July 31). Certificated twelve-month employees hired prior to August 1, 2006, and who have an August birth date may be eligible as of the separation date (July 31) directly before attaining age fifty-five (55).
- c. Certificated employees participating in the program relinquish all tenure, contract or other employment rights with the School District.
- d. Certificated employees receiving long-term disability benefits are not eligible to participate in this program.
- e. A certificated employee is not eligible to participate in the program if his or her employment is terminated by the District pursuant to Nebraska law for any reason other than a reduction in force.
- f. A certificated employee's entrance into the program must coincide with the beginning of the next school year.
- g. A certificated employee electing to participate in the program may have the option to continue participation in the hospitalization, surgical, and major medical and life insurance programs of the School District, however, the premiums shall be paid by the employee.
- h. Payment of benefits shall be monthly.

#### 3. Benefits

The monthly supplemental retirement benefit to be received by a certificated employee who participates in the program shall be equal to the lesser of: (i) the monthly Social Security retirement benefit that will be payable to the certificated employee at age 62 (as determined by the School District as of the employee's August 31 separation date), or (ii) 25 percent of the certificated employee's scheduled monthly salary\* in the certificated employee's last full year of employment. Payment of the monthly retirement benefit shall begin in September of the fiscal year following the employee's separation date and continue until the month that the certificated employee attains age 62 or the month of the employee's death, if earlier. The payment of the monthly benefit is conditioned upon the certificated employee providing such information and documentation as the School District may require for the administration of this program, including all information needed to determine the certificated employee's monthly Social Security retirement benefits beginning at age 62.

**\*Excludes long service increments and payments for co-curricular/activity supervision.**

4. Upon written notification by the Board of Education of Douglas County School District No. 0001, the Omaha Education Association and the Omaha Public Schools Board of Education will re-open the Master Agreement and enter into negotiations to discuss any conflicts with the terms and conditions of this agreement caused by any decision of a court that has jurisdiction over Omaha Public Schools and its employees.

#### DD. Leaves of Absence

##### 1. Absence for Professional Purposes

Covered employees (classroom teachers, nurses, teacher leaders, helping and lead teachers, and psychologists) may be excused for professional purposes without loss of pay upon written application to the Superintendent of Schools or the Superintendent's designee. All absence for professional reasons, that is those reasons which will benefit and promote the work of the Omaha schools, 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 of Schools, 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.

##### 2. Adoptive Leave

Upon application to the Superintendent, use of sick leave shall be granted to one parent, not to exceed thirty working days, beginning on the day a child is released to the parent. The parent has the option to take a leave without pay for the balance of the school year in which the adoption is finalized. The adoptive parents must choose between the use of sick leave or the unpaid extended leave for the remainder of the school year. This decision must be made at the time the application is filed.

##### 3. 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, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-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.

- 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.

##### 4. 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.
- c. 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.

##### 5. 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 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.
- (14) 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.

## 6. Leave of Absence for Any Reason

After ten (10) creditable years of service and upon application to the Superintendent, a year's leave of absence without pay may be granted to an employee for any reason. This leave may be extended for one year.

## 7. Sabbatical Leave

After seven (7) years of service in the Omaha Public Schools, a professional employee upon written application and the approval of the Superintendent of Schools may be granted a year's leave of absence. Such a sabbatical must involve professional growth of the individual and to be in the interest of improved education in the School District of Omaha. Half pay will be granted upon guarantee that the employee will return to the school system for at least two years of service at the end of such leave of absence. If a sufficient number of qualified applicants are available, it is recommended consideration be given to granting four of the six annual sabbatical leaves to classroom teachers.

## 8. 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 State Statutes. The employee will retain the number of accumulated sick days held prior to the effective date of the leave.

## 9. Sick Leave

- a. Beginning September 1, 1973, all full-time professional employees of the School 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.

- b. 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 IV, DD, 9a. 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 policy 4.17a of 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 IV, DD, 10.

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.

- c. 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.
- d. 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 IV, DD, 9a shall be used in the calculation of pay for unused sick leave at retirement.
- e. Sick leave benefits accrued during the regular school year may be used by teachers employed during the summer session on the following basis:
- (1) A maximum of one sick leave day for five teaching days will be allowed.
  - (2) 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.

#### 10. Association President

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.

#### 11. Association Leave of Absence

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.

#### 12. Vacation

The vacation of an employee shall be taken at a time or at times approved by the Superintendent of Schools. Upon approval of the Superintendent, covered employees may be authorized to carry over up to five days of earned vacation from one fiscal year until December 1 of the next fiscal year. Utilization of vacation days carried over from one fiscal year to the next shall remain subject to approval by the Superintendent of Schools.

#### EE. Staff Safety

The parties agree to collaboratively, through the safety committee process, develop improved security procedures, expand training opportunities for all staff, and engage in cooperative problem solving to improve school safety. The Association shall have two representatives on the district-wide safety committee.

With staff participation, each school principal shall be responsible for developing a building crisis management plan. The plan shall be shared with all staff and revised annually.

#### FF. Teacher Work Day

At the elementary and secondary levels, two days will be provided for planning/in-service and teacher work time during the 2003-05 school years. One-half of the time must be used for individual teacher work time and one-half the time is for building planning or inservices as determined by all building staff.

**GG. District Assessment Inservices**

The district shall provide mandatory district-delivered in-servicing that will include, but not be limited to: the ethics of assessment, delivery of assessments, delineation and presentation of non-allowable testing practices, and acceptable teaching/reteaching practices.

**HH. Staff Entry to District Sport Events**

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

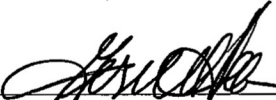
**II. Contract Variance**

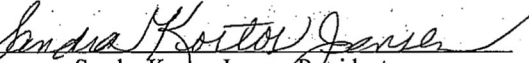
Both the Board of Education and the Association take pride in the creativity and dedication of this district's professional educators and realize this contract may not be able to anticipate all innovative approaches to programs and services provided for students and professional staff. In an effort to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

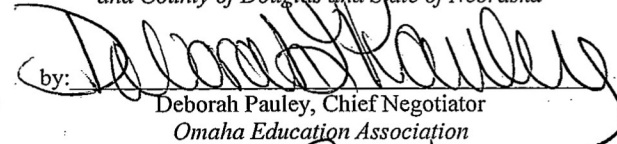
Schools are encouraged to implement innovative approaches brought about as a result of the school improvement planning process and approved by the Principal and the Superintendent of Schools. The Association or the Board of Education may also bring forward innovative proposals that have a district-wide 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.

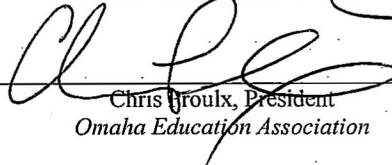
In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective chief negotiators, all on the 19<sup>th</sup> day of May, 2011.

Attest:

by:   
Germaine W. Huber, Chief Negotiator  
School District No.0001 in the City of Omaha  
and County of Douglas and State of Nebraska

by:   
Sandra Kostos Jensen, President  
School District No.0001 in the City of Omaha  
and County of Douglas and State of Nebraska

by:   
Deborah Pauley, Chief Negotiator  
Omaha Education Association

by:   
Chris Hroulx, President  
Omaha Education Association

BA DEGREE		
Years of Experience Prior to 2011-12	2011-12 Step	2011-12 Salary
0	1	33,460
1	2	34,798
2	2	34,798
3	3	36,137
4	4	37,475
5	4	37,475
6	5	38,814
7	6	40,152
8	7	41,490
9	7	41,490
10	7	41,490
11	8	42,829
12	8	42,829
13	9	44,167
14	9	44,167
15	10	45,506
16	10	45,506
17	11	46,844
18	12	48,182
19	13	49,521
20	13	49,521
21	14	50,859
22	14	50,859
23	15	52,198
24	15	52,198
<u>Teachers Receiving Top Step Supplements</u>		
	2010-11 Total Salary	2011-12 Total Salary
25	52,198	53,198
26	52,198	53,198
27	52,860	53,860
28	52,860	53,860
29	53,847	54,847
30	53,847	54,847
31	54,309	55,309
32	54,309	55,309
33	55,237	56,237
34	56,218	57,218
35	56,343	57,343
36	57,027	58,027
37	57,991	58,991
38	58,741	59,741
39	58,741	59,741
40	59,778	60,778
41+	61,037	62,037
Teachers receiving top step supplements in 2011-12 will receive their 2010-11 salary plus an additional \$1,000 in 2011-12. Add Long Service Increment at 5.75% of Long Service Increment Base after 20, 25, 30, 35, 40, and 45 years if the teacher is on the 20-year plan and at 3.45% of Long Service Increment Base after 15, 20, 25, 30, 35, 40, and 45 years if the teacher is on the 15-year plan.		
NOTE: For top step historical overview, please see page 45.		

BA + 18 DEGREE		
Years of Experience Prior to 2011-12	2011-12 Step	2011-12 Salary
0	1	35,133
1	2	36,471
2	2	36,471
3	3	37,810
4	4	39,148
5	4	39,148
6	5	40,487
7	6	41,825
8	7	43,163
9	7	43,163
10	7	43,163
11	8	44,502
12	8	44,502
13	9	45,840
14	9	45,840
15	10	47,179
16	10	47,179
17	11	48,517
18	12	49,855
19	13	51,194
20	13	51,194
21	14	52,532
22	14	52,532
23	15	53,871
24	15	53,871
<u>Teachers Receiving Top Step Supplements</u>		
	2010-11 Total Salary	2011-12 Total Salary
25	53,871	54,871
26	53,871	54,871
27	54,474	55,474
28	54,474	55,474
29	55,438	56,438
30	55,438	56,438
31	55,812	56,812
32	55,812	56,812
33	56,720	57,720
34	57,700	58,700
35	57,768	58,768
36	58,138	59,138
37	59,071	60,071
38	59,821	60,821
39	59,821	60,821
40	60,858	61,858
41+	62,117	63,117
Teachers receiving top step supplements in 2011-12 will receive their 2010-11 salary plus an additional \$1,000 in 2010-11. Add Long Service Increment at 5.75% of Long Service Increment Base after 20, 25, 30, 35, 40, and 45 years if the teacher is on the 20-year plan and at 3.45% of Long Service Increment Base after 15, 20, 25, 30, 35, 40, and 45 years if the teacher is on the 15-year plan.		
NOTE: For top step historical overview, please see page 45.		



MA DEGREE		
Years of Experience Prior to 2010-11	2011-12 Step	2011-12 Salary
0	1	38,814
1	2	40,152
2	2	40,152
3	3	41,490
4	4	42,829
5	4	42,829
6	5	44,167
7	6	45,506
8	7	46,844
9	7	46,844
10	7	46,844
11	8	48,182
12	8	48,182
13	9	49,521
14	9	49,521
15	10	50,859
16	10	50,859
17	11	52,198
18	12	53,536
19	13	54,874
20	13	54,874
21	14	56,213
22	14	56,213
23	15	57,551
24	15	57,551
<u>Teachers Receiving Top Step Supplements</u>		
	2010-11 Total Salary	2011-12 Total Salary
25	57,551	58,551
26	57,551	58,551
27	58,025	59,025
28	58,025	59,025
29	58,939	59,939
30	58,939	59,939
31	59,118	60,118
32	59,118	60,118
33	59,982	60,982
34	60,961	61,961
35	61,495	62,495
36	62,365	63,365
37	63,175	64,175
38	63,925	64,925
39	63,925	64,925
40	64,962	65,962
41+	66,221	67,221
<p>Teachers receiving top step supplements in 2011-12 will receive their 2010-11 salary plus an additional \$1,000 in 2010-11. Add Long Service Increment at 5.75% of Long Service Increment Base after 20, 25, 30, 35, 40, and 45 years if the teacher is on the 20-year plan and at 3.45% of Long Service Increment Base after 15, 20, 25, 30, 35, 40, and 45 years if the teacher is on the 15-year plan.</p>		
NOTE: For top step historical overview, please see page 45.		

MA + 30 DEGREE		
Years of Experience Prior to 2011-12	2011-12 Step	2011-12 Salary
0	1	40,152
1	2	41,490
2	2	41,490
3	3	42,829
4	4	44,167
5	4	44,167
6	5	45,506
7	6	46,844
8	7	48,182
9	7	48,182
10	7	48,182
11	8	49,521
12	8	49,521
13	9	50,859
14	9	50,859
15	10	52,198
16	10	52,198
17	11	53,536
18	12	54,874
19	13	56,213
20	13	56,213
21	14	57,551
22	14	57,551
23	15	58,890
24	15	58,890
<u>Teachers Receiving Top Step Supplements</u>		
	2010-11 Total Salary	2011-12 Total Salary
25	58,890	59,890
26	58,890	59,890
27	59,316	60,316
28	59,316	60,316
29	60,212	61,212
30	60,212	61,212
31	60,320	61,320
32	60,320	61,320
33	61,168	62,168
34	62,147	63,147
35	63,746	64,746
36	64,590	65,590
37	65,335	66,335
38	66,085	67,085
39	66,085	67,085
40	67,122	68,122
41+	68,386	69,386
<p>Teachers receiving top step supplements in 2011-12 will receive their 2010-11 salary plus an additional \$1,000 in 2010-11. Add Long Service Increment at 5.75% of Long Service Increment Base after 20, 25, 30, 35, 40, and 45 years if the teacher is on the 20-year plan and at 3.45% of Long Service Increment Base after 15, 20, 25, 30, 35, 40, and 45 years if the teacher is on the 15-year plan.</p>		
NOTE: For top step historical overview, please see page 45.		

DOCTORATE DEGREE		
Years of Experience Prior to 2011-12	2011-12 Step	2011-12 Salary
0	1	43,498
1	2	44,836
2	2	44,836
3	3	46,175
4	4	47,513
5	4	47,513
6	5	48,852
7	6	50,190
8	7	51,528
9	7	51,528
10	7	51,528
11	8	52,867
12	8	52,867
13	9	54,205
14	9	54,205
15	10	55,544
16	10	55,544
17	11	56,882
18	12	58,220
19	13	59,559
20	13	59,559
21	14	60,897
22	14	60,897
23	15	62,236
24	15	62,236
<u>Teachers Receiving Top Step Supplements</u>		
	2010-11 Total Salary	2011-12 Total Salary
25	62,236	63,236
26	62,236	63,236
27	62,545	63,545
28	62,545	63,545
29	63,395	64,395
30	63,395	64,395
31	63,694	64,694
32	63,694	64,694
33	64,133	65,133
34	65,111	66,111
35	65,997	66,997
36	66,814	67,814
37	67,495	68,495
38	68,245	69,245
39	68,245	69,245
40	69,282	70,282
41+	70,541	71,541
<p>Teachers receiving top step supplements in 2011-12 will receive their 2010-11 salary plus an additional \$1,000 in 2010-11. Add Long Service Increment at 5.75% of Long Service Increment Base after 20, 25, 30, 35, 40, and 45 years if the teacher is on the 20-year plan and at 3.45% of Long Service Increment Base after 15, 20, 25, 30, 35, 40, and 45 years if the teacher is on the 15-year plan.</p>		
NOTE: For top step historical overview, please see page 45.		

TOP STEP HISTORICAL OVERVIEW

YEAR	TEACHER SUPPLEMENT
2011-12	1,000
2010-11	1,000
2009-10	1,500
2008-09	1,700
2007-08	1,575
2006-07	1,650
2005-06	1,550
2004-05	1,000
2003-04	900
2002-03	2,000
2001-02	2,000
2000-01	1,500
1999-00	1,500
1998-99	1,100
1997-98	1,000
1996-97	0
1995-96	750
1994-95	0
1993-94	1,037
1992-93	1,259

Teacher Leaders					
BA		BA + 18		MA	
Step	2011-12 Salary	Step	2011-12 Salary	Step	2011-12 Salary
1	37,141	1	38,814	1	40,821
2	38,479	2	40,152	2	42,160
3	39,817	3	41,490	3	43,498
4	41,156	4	42,829	4	44,836
5	42,494	5	44,167	5	46,175
6	43,833	6	45,506	6	47,513
7	45,171	7	46,844	7	48,852
8	46,509	8	48,182	8	50,190
9	47,848	9	49,521	9	51,528
10	49,186	10	50,859	10	52,867
11	50,525	11	52,198	11	54,205
12	51,863	12	53,536	12	55,544
13	53,201	13	54,874	13	56,882
14	54,540	14	56,213	14	58,220
15	55,878	15	57,551	15	59,559
Top Step	56,878	Top Step	58,551	Top Step	60,559
Top Step	57,411	Top Step	59,025	Top Step	60,962
Top Step	58,348	Top Step	59,939	Top Step	61,849
Top Step	58,973	Top Step	62,004	Top Step	62,331
Top Step	59,817	Top Step	62,123	Top Step	63,123
Top Step	60,685	Top Step	63,673	Top Step	63,947
Top Step	61,665	Top Step	64,652	Top Step	64,925

Note: Teacher Leaders receiving top step supplements in 2011-12 will receive their 2010-11 salary plus an additional \$1,000 in 2010-11. Add Long Service Increment at 5.75% of Long Service Increment Base after 20, 25, 30, 35, 40, and 45 years if the teacher is on the 20-year plan and at 3.45% of Long Service Increment Base after 15, 20, 25, 30, 35, 40, and 45 years if the teacher is on the 15-year plan.

Teacher Leaders			
MA +30		Doctorate	
Step	2011-12 Salary	Step	2011-12 Salary
1	44,167	1	47,513
2	45,506	2	48,852
3	46,844	3	50,190
4	48,182	4	51,528
5	49,521	5	52,867
6	50,859	6	54,205
7	52,198	7	55,544
8	53,536	8	56,882
9	54,874	9	58,220
10	56,213	10	59,559
11	57,551	11	60,897
12	58,890	12	62,236
13	60,228	13	63,574
14	61,566	14	64,912
15	62,905	15	66,251
Top Step	63,905	Top Step	67,251
Top Step	64,190	Top Step	67,418
Top Step	65,031	Top Step	68,214
Top Step	65,383	Top Step	68,436
Top Step	66,129	Top Step	69,134
Top Step	66,913	Top Step	69,878
Top Step	67,890	Top Step	70,854

Note: Teacher Leaders receiving top step supplements in 2011-12 will receive their 2010-11 salary plus an additional \$1,000 in 2010-11. Add Long Service Increment at 5.75% of Long Service Increment Base after 20, 25, 30, 35, 40, and 45 years if the teacher is on the 20-year plan and at 3.45% of Long Service Increment Base after 15, 20, 25, 30, 35, 40, and 45 years if the teacher is on the 15-year plan.

Helping & Lead Teachers					
BA		BA + 18		MA	
Step	2011-12 Salary	Step	2011-12 Salary	Step	2011-12 Salary
1	35,133	1	36,806	1	38,479
2	36,471	2	38,144	2	39,817
3	37,810	3	39,483	3	41,156
4	39,148	4	40,821	4	42,494
5	40,487	5	42,160	5	43,833
6	41,825	6	43,498	6	45,171
7	43,163	7	44,836	7	46,509
8	44,502	8	46,175	8	47,848
9	45,840	9	47,513	9	49,186
10	47,179	10	48,852	10	50,525
11	48,517	11	50,190	11	51,863
12	49,855	12	51,528	12	53,201
13	51,194	13	52,867	13	54,540
14	52,532	14	54,205	14	55,878
15	53,871	15	55,544	15	57,217
Top Step	54,871	Top Step	56,544	Top Step	58,217
Top Step	55,474	Top Step	57,088	Top Step	58,702
Top Step	56,438	Top Step	58,030	Top Step	59,621
Top Step	57,141	Top Step	58,668	Top Step	60,194
Top Step	58,014	Top Step	59,517	Top Step	61,020
Top Step	58,906	Top Step	60,389	Top Step	61,871
Top Step	59,886	Top Step	61,368	Top Step	62,850

Note: Helping and Lead Teachers receiving top step supplements in 2011-12 will receive their 2010-11 salary plus an additional \$1,000 in 2010-11. Add Long Service Increment at 5.75% of Long Service Increment Base after 20, 25, 30, 35, 40, and 45 years if the teacher is on the 20-year plan and at 3.45% of Long Service Increment Base after 15, 20, 25, 30, 35, 40, and 45 years if the teacher is on the 15-year plan.

Helping & Lead Teachers			
MA +30		Doctorate	
Step	2011-12 Salary	Step	2011-12 Salary
1	41,825	1	45,171
2	43,163	2	46,509
3	44,502	3	47,848
4	45,840	4	49,186
5	47,179	5	50,525
6	48,517	6	51,863
7	49,855	7	53,201
8	51,194	8	54,540
9	52,532	9	55,878
10	53,871	10	57,217
11	55,209	11	58,555
12	56,547	12	59,893
13	57,886	13	61,232
14	59,224	14	62,570
15	60,563	15	63,909
Top Step	61,563	Top Step	64,909
Top Step	61,930	Top Step	65,159
Top Step	62,803	Top Step	65,986
Top Step	63,246	Top Step	66,299
Top Step	64,025	Top Step	67,030
Top Step	64,837	Top Step	67,802
Top Step	65,815	Top Step	68,779

Note: Helping and Lead Teachers receiving top step supplements in 2011-12 will receive their 2010-11 salary plus an additional \$1,000 in 2010-11. Add Long Service Increment at 5.75% of Long Service Increment Base after 20, 25, 30, 35, 40, and 45 years if the teacher is on the 20-year plan and at 3.45% of Long Service Increment Base after 15, 20, 25, 30, 35, 40, and 45 years if the teacher is on the 15-year plan.

## Memorandums of Understanding

### **State Statute 79-309.1 Feasibility Study**

OPS and OEA agree to complete a joint study of the feasibility of studying the use of funds 79-309.01 which dedicated future revenues from wind and solar development on school lands to "Performance Based Pay Plans". This study shall commence no later than October 1, 2011 and be completed no later than March 15, 2012. Recommendations from this study shall be provided to the district and association for purposes of bargaining a contract to implement a mutually agreeable pay for performance plan in the negotiated agreement that meets the requirements of 79-309.01. The district shall appoint up to 5 people to the study committee and the association shall appoint up to 5 persons to the study committee. The study shall meet at mutually agreeable times and locations.

### **Study of the Current Compensation System**

The District and Association shall choose five representatives from their respective groups to serve on a joint study committee regarding the current compensation package as it relates to the salary schedule, top step, and long service increment. The committee shall meet in conjunction with the **State Statute 79-309.1 Feasibility Study** a minimum of 4 times each school year during the 2011-12.

### **Faculty Meetings**

Ensure that faculty meetings are to be held to a maximum of two meetings per month and forty-five to sixty (45-60) minutes in duration. Staff should agree upon and reserve alternate Mondays for faculty/school improvement study groups/committees, if needed, for planning and team reflection on teaching strategies.

Administration and faculty may collaboratively decide to schedule their faculty/school improvement study groups and/or committees meetings before or after school or during the school day.

### **Collaborative Decision-making**

Collaboration is defined in the Master Agreement in Article I.E. Collaborative decision-making shall utilize the following strategies:

- Staff involvement in brainstorming ideas
- Staff involvement in selecting and prioritizing options
- Staff involvement in a final voting process
- Annual staff review of collaborative decisions

### **Work Days - Preparation time for Report Cards**

Preparation time for Report Cards will be provided. No staff, team or other before/after school meetings at the building level shall take place during the five duty days prior to report cards/progress reports being due to the administrator. This memo does not include meetings that may be requested by parents, teachers, or on behalf of a student.

**Omaha Education Association/Omaha Public Schools District 0001  
Extended Learning Time School Contract Variance 2011-2012**

**Pre-K Duty Hours**

Pre-K and Early Childhood Special Education teachers' school day shall not exceed 455 minutes in length. Head Start teachers' school day shall not exceed 455 minutes for Full Day programs and 480 minutes for Part Day programs.

**Pre-K Plan Time**

Pre-K and Early Childhood Special Education teachers shall have a minimum of 400 minutes, during student contact time, of preparation/conference/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 time during a two-week instructional period for the school year.

**SAT Pay**

The Omaha Education Association and the Omaha Public Schools agree to a Memo of Understanding to provide compensation for Student Assistance Team coordinators and Student Assistance 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 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 under 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' total more than .00095 times the Extra Duty Base per hour.

**Computer Agreement**

The Association and the District agree to continue the 2010-2011 Computer Agreement Memorandum of Understanding.

**a. Payment for Extended Calendar:**

The *Extended Learning Time* school staff will teach 188 days of a 192 day contract. *Extended Learning Time* school staff will be paid on a 192 day schedule at their per diem rate.

**b. Payment for Extended Duty Day:**

The *Extended Learning Time* school staff duty day will be 530 minutes in length (188 duty days of 192 contract days) and will be compensated per the rates in the *OEA Master Agreement*.

**c. Payment for *Extended Learning Time* Activities:**

Staff who are employed to engage students in approved *Extended Learning Time* teaching activities outside of their duty hours will be compensated at an hourly rate of .0009 times the extra duty base.

*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.*

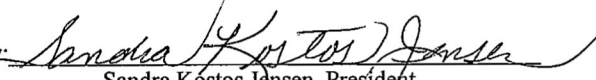
by:



Germaine W. Huber, Chief Negotiator

School District No.0001 in the City of Omaha  
and County of Douglas and State of Nebraska

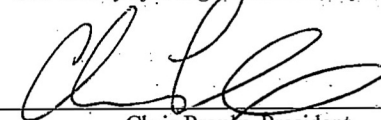
by:



Sandra Kostos Jensen, President

School District No.0001 in the City of Omaha  
and County of Douglas and State of Nebraska

by:



Chris Proulx, President

Omaha Education Association

Omaha Education Association/Omaha Public Schools District 0001  
Focus School Contract Variance 2011-2012

1. *After School meetings*

**Faculty Meetings**

Faculty meetings are to be held to a maximum of three meetings per month and forty-five to sixty (45-60) minutes in duration. The Focus School staff may collaboratively decide when to hold these meetings. Total meeting time in a month may exceed three hours when the staff collaboratively agrees or if an extreme emergency arises.

2. *Professional Growth/Teacher work days*

*(This language is a variance that overrides IV.D. 3, paragraphs 2,3,4,5 and IV. D. 5)*

**Professional Growth/Teacher Work Days/TEAM planning**

The Focus School staff shall have 10 non-student contact days during the 2011-2012 school year for the purpose of professional training, teacher work days, and TEAM planning. Additional days may be approved through a process to be determined by the Focus School Human Resources Committee, in accordance with existing school district policy and/or practice.

3. *Compensation*

a. **Payment for extended calendar**

The Focus School staff will be teaching 200 days. Focus school staff should be paid on a 204 day schedule at their per diem rate (current staff teach 186 days and are paid for 190).

b. **Payment for extended duty day**


The Focus School staff are being required to teach an extra 25 minutes per day. For a 200 day schedule, that is an additional 5,000 minutes. They need to be compensated accordingly.

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

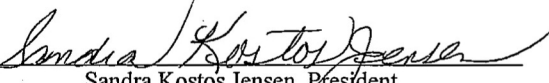
One of the attractions of the Focus School is the extended learning opportunity that is being offered after the close of the duty day. Staff that are being asked to extend their teaching past the duty day should be paid at a professional rate.

For extended learning that is conducted after duty hours (7:30-3:30) staff will be compensated at an hourly rate of .0009 times the extra duty base.


by: \_\_\_\_\_

  
Germaine W. Huber, Chief Negotiator  
School District No.0001 in the City of Omaha  
and County of Douglas and State of Nebraska

by: \_\_\_\_\_

  
Sandra Kostos Jensen, President  
School District No.0001 in the City of Omaha  
and County of Douglas and State of Nebraska

by: \_\_\_\_\_

  
Chris Proulx, President  
Omaha Education Association