MASTER AGREEMENT

Between

THE OMAHA EDUCATION ASSOCIATION

and

DOUGLAS COUNTY SCHOOL DISTRICT NO. 0001

2026-2027

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I. INTRODUCTION

A. Certification of the Association

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

B. Terms of Agreement

This one-year agreement is entered into by and between the Board of Education of Douglas County School District No. 0001 and the Omaha Education Association and shall be effective the first day of 2026-2027 employee contract year and remain in effect until the first day of 2027-2028 employee contract year. Either party may reopen negotiations for the purpose of bargaining modifications of salary and fringe benefits for the 2026-2027 school year only in the following circumstances:

1. Judicial, legislative, or regulatory action, or the petition process results in receipt by the District of funds designated for payment of salaries and fringe benefits for employees covered by this agreement and the District may in fact lawfully spend the funds for the designated purpose or purposes; or

2. Either party may reopen negotiations for the purpose of bargaining modifications in the contract necessary to implement critical components of joint efforts aimed at improving teacher compensation, professional development, and student achievement.

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

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

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

C. Definitions

Administrator or Supervisor -- Any certificated employee such as director, coordinator, principal, assistant principal, or other designated supervisory personnel who does not have as a primary duty

the direct instruction of students in the classrooms of Douglas County School District No. 0001 and who is not a member of the bargaining unit.

Association -- The Omaha Education Association.

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

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

Contract Year -- August 1 to July 31.

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

Facilitator -- A Facilitator is a member of the school's instructional leadership team and collaborates with other members of that team to provide a comprehensive approach to implementing and supporting curriculum, instruction, assessment and/or organizational goals of the school and district. Facilitators include employees who are instructional facilitators, literacy facilitators.

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

Home Visits -- A home visit is defined as a teacher conferring with a student and/or the student's parent/guardian in person at the student's place of residence outside of the duty day.

Hybrid Class -- A hybrid class is one in which a teacher teaches students in person in one building and which also includes students assigned to that class from another building(s) who attend the class remotely.

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

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

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

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

Professional Committee (ProCom) -- As defined in Section VI.G.

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

School Year -- The school calendar officially adopted by the Board of Education.

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

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

D. Agreement Monitoring

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

E. Collaboration

In order to ensure the best educational opportunity for every student every day, both the District and the Association are committed to developing and maintaining an organizational culture committed to collaboration during the life of the Agreement. A culture of collaboration creates schools that are safe, learner-centered, and serve the individual needs of students. This commitment is founded upon a relationship of mutual trust and respect and shared sense of responsibility and accountability for student learning. Collaboration takes place when the District and Association work together to involve teachers, administrators, and other stakeholders in interest-based problem solving (excluding negotiation unless both parties agree) where meaningful and proactive discussions and reflect a commitment to listen to and to understand the diverse perspectives of various stakeholders. This collaborative process capitalizes on the collective wisdom of both teachers and administrators as they work together to create positive and systemic school change which promotes learning for all students. As used throughout this Agreement, the term collaboration shall mean to meet, confer, discuss and work together in an effort to achieve consensus, and if consensus is not achieved, the Administrator, or his or her designee, shall have the final say.

II. MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

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

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

7. Contract and subcontract existing and future services related to School District plant operation.

8. Determine whether and to what extent services shall be performed by employees covered by this Agreement.

9. Transfer its services either in whole or in part, from or to any of its employees, facilities, and locations.

10. Determine the number and types of employees assigned to schools, departments, and divisions.

11. Schedule work.

12. Hire, transfer, assign, promote, and demote employees.

13. Maintain order and efficiency.

14. Determine curriculum.

15. Determine which extracurricular activities may be supported or sponsored.

16. Layoff, terminate, or otherwise relieve employees from duty for unsatisfactory performance or other legitimate reasons as provided by statute.

17. Suspend, discharge, or discipline employees as provided by statute.

18. Determine the use of administrative and leadership personnel to perform work.

19. Alter, discontinue, and develop practices/policies as may be necessary for the orderly, efficient, and economical operation of the School District.

20. Contract and hire temporary nursing services. The District shall not reduce the current FTE number of Nurses. The District shall actively continue to seek full-time Nurses with bachelor's degrees to fill the positions needed across the District. The District shall be authorized to hire Nurses who do not currently hold a Bachelor's Degree so long as that individual is actively working towards a Bachelor's Degree. The District shall be authorized to contract with an outside agency or agencies for nursing services. Contracted nurses may only be utilized to cover nursing vacancies on a substitute basis until such time as a permanent Nurse is hired. Contracted nurses shall under no circumstance be utilized as a permanent replacement for a full-time Nurse unless such Nurse becomes a full-time employee of the District subject to the terms and conditions of the CBA.

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

III. COMPENSATION AND BENEFITS

A. Creditable Years of Experience

1. Experience Inside District

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

2. Prior Experience

   New employees hired to begin service on or after August 1, 2019 and before July 31, 2021, with prior OPS or outside work experience in a position covered by this agreement shall receive credit for each such creditable year of service up to a maximum of twelve (12) years for initial placement on the salary schedule.

   New employees hired to begin service on or after August 1, 2021, with prior OPS or outside work experience in a position covered by this agreement shall receive credit for each such creditable year of service up to a maximum of fifteen (15) years for initial placement on the salary schedule.

   New employees hired to begin service on or after August 1, 2023, with prior OPS or outside work experience in a position covered by this agreement shall receive credit for each such creditable year of service up to a maximum of twenty (20) years for initial placement on the salary schedule.

   The Superintendent, or his or her designee, may award individuals with unique outside experience in a position that is not covered by this agreement credit for such experience up to a maximum of twenty (20) years for initial placement on the salary schedule.

B. Compensation

The salary schedule for the 2026-2027 contract year is included in the Agreement as Appendix A and shall be implemented under the following terms:

1. Effective Date of Salary Schedule

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

2. Step Placement

New teachers with no prior teaching experience will be placed on Step 1. Employees covered by this Agreement will be placed on the next step of the salary schedule beyond their actual creditable years as a certificated employee with the District and up to ten (10) years of creditable years of service outside the District for employees hired prior to August 1, 2019, up to twelve (12) years of creditable services for employees hired to begin service on or after August 1, 2019 and before July 31, 2021, up to fifteen (15) years for those hired to begin service on or after August 1, 2021, and up to twenty (20) years for those hired to begin service on or after August 1, 2023.

The final step for the Bachelors, Bachelors Plus Eighteen salary schedule will be Step 15 and the final step for Masters, Masters Plus Eighteen, Masters Plus Thirty and PHD lanes will be Step 20 of the Salary Schedule shown in Appendix A.

3. Movement on Step

Employees covered by this agreement who achieve an additional creditable year of service by July 31, will move on step beginning August 1 for the following contract year. Upon reaching the final step of the salary schedule, movement on step shall cease.

4. Long Service Increment

LSI for Bargaining Unit Members, unless the Bargaining Unit Member was grandfathered onto the September 2001 Table, shall receive a LSI increment as follows:

Completion of Years of Creditable Service	**LSI Increment**
15	$950
20	$2,000
25	$5,800
30	$7,700
35	$9,600
40	$11,500
45	$13,400

LSI for Bargaining Unit Members who were grandfathered onto the September 2001 Table prior to September 2001, shall receive a LSI increment as follows:

Completion of Years of Creditable Service	**LSI Increment**
20	$1,581
25	$6,424
30	$9,586
35	$12,748
40	$15, 910

45	$19,072

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

5. Assistance to New Teachers and Mentors of New Teachers

Newly hired teachers are required to attend mandatory teacher induction program prior to their first contract day for up to five (5) days. The term "new teacher" will include all teachers new to the profession, new to the district, or teachers returning to the district. New teachers will be paid $250 per day of verified attendance. During the teacher induction program, all new teachers will participate in professional development to acclimate and enhance their skills and knowledge of urban education as defined by the District.

At the discretion of the building principal, new teachers are required to attend up to three (3) mentoring meetings per month. In addition, new teachers will attend up to five (5) new teacher meetings over the course of the year hosted by the District. New teachers will receive a stipend of $32 per hour for attendance at the new teacher meetings, upon verified attendance at these meetings.

Permanent, certificated teachers are eligible for the role of a new teacher mentor for new teachers with less than one (1) year of total experience. This mentoring role will be in addition to normal teaching assignments and requires regular and frequent meeting / interactions with their assigned new teacher. Assignment, training, and responsibilities of the mentor will be assigned by the Department of Talent Services. Upon the successful completion of mentoring duties, mentors will receive a stipend of $750 per year for time and duties outside of their normal teaching assignment. Annually, the District and the Association will collaborate to develop and plan training for mentors. The training will include input from the Association.

6. Additional Pay & Duty Hours for Special Positions

Bargaining unit members who serve as Directors of School Counseling, Counselors, Academic Records Counselors, Deans of Students, Curriculum Specialists, High School Department Heads, Special Instruction Teachers, or Instructional Facilitators shall receive additional pay as outlined below. Additional time may be assigned as determined in collaboration with the school's principal or designee.

POSITION	PAY	DUTY TIME
Director of School Counseling (1 per high school)	Additional 15% of regular teaching salary	Required to work a time equivalent of an additional 30 work days.
School Counselor (Must serve one-half time or more as counselor)	Additional 5% of regular teaching salary	Required to work a time equivalent of an additional 9 work days.

Academic Records Counselor (1 per high school)	Additional 10% of regular teaching salary	Required to work a time equivalent of an additional 18 work days.
Dean of Students	Additional 15% of regular teaching salary	Required to work a time equivalent of an additional 18 work days.
Curriculum Specialist	Additional 15% of regular teaching salary	Required to work a time equivalent of an additional 30 work days.
Instructional Facilitator	Additional 10% of regular teaching salary	Required to work a time equivalent of an additional 18 work days.
High School Department Head	Additional 5% of teaching salary	Required to work a time equivalent of an additional 9 work days.
Teacher Leader	Additional 5% of teaching salary	Required to work an additional 9 work days.
Lead Teacher	Additional 2% of teaching salary	Required to work a time equivalent of an additional 4 work days.
Special Education Teacher (including but not limited to DHH, VI, ACP, Special Instruction, SLP, Assistive Technology, ECSE, Transition, Multihandicapped, SpEd Department Head)	Additional ~~7~~ 10% of teaching salary	May be required to attend meetings outside of standard duty day.

7. Teachers who Supervise Student Teachers

   Teachers who agree to supervise a Student Teacher will receive a total stipend of One Thousand Five Hundred Dollars ($1,500) for each semester the Teacher supervises a Student Teacher. Teachers who supervise a Student Teacher for a partial semester (8 weeks) will receive a stipend of Seven Hundred Fifty Dollars ($750). If the Teacher receives a stipend from the cooperating institution, the District will reduce its stipend by the amount the institution is providing to the Teacher to ensure that each Teacher receives a total of $1,500 for the semester or $750 for the partial semester.

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

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

1. Bachelor's Degree Plus Eighteen Hours

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

2. Master's Degree Plus Eighteen and Plus Thirty Hours

Salary credit will be given to certificated personnel who have earned 18 hours and 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 18 hours and 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."

3. National Board Certification

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

4. Membership in American Speech Language Hearing Association

A speech-language pathologist who has achieved the Certificate of Clinical_Competence will be reimbursed for the annual cost of the certificate, and/or state licensure through the Nebraska Department of Human Services as a speech pathologist, up to $300 per year upon submission of receipt of payment to the District. Following payment to either organization, the speech-language pathologist will submit the receipt within 90 days for payment to Talent Services for reimbursement.

5. Payment for Salary Credit

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

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

D. Extra Duty

1. Hourly rates for all extra duty assignments are outlined in the following table:

Extra Duty Assignment	Hourly Rate
Summer School Teachers	$40 per hour
Instruction of in-service classes during off-duty hours	$32 per hour
Additional school regulated evening activities	$32 per hour
District required training or professional development offered outside the regular duty-day	$15 per hour
Curriculum writing (as defined by the Chief Academic Officer)	$32 per hour
Supervision of lunch	$20 per hour
Supervision of after school activities & athletic activity supervision, including intramural activities	$20 per hour
Home Visits outside of the duty day	$30 per visit with a cap of 10 per semester
Hybrid Class	$2150 per semester class
Student assistance team coordinators	$500 stipend if <500 students $1000 stipend if ≥500 students
Student assistance team members	$32 per hour
504 Coordinators	$500 stipend if <500 students $1000 stipend if ≥500 students

2. Loss of Plan / Class Coverage

   a. In the event a classroom teacher including elementary specialists loses preparation/conference/planning time because a substitute teacher is not available, 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/specialist shall be paid $50 per hour.

   b. If it becomes necessary to temporarily assign students to other classes because a substitute teacher is not available, the teacher receiving the additional students at any grade level shall be paid a proportion of $50 per hour. The proportion shall be based on the percentage of students received from the absent teacher's class and the number of minutes the receiving teacher was responsible for those students.

3. Overages

   A regular secondary classroom teacher who forgoes their plan time and teaches one extra class for an entire semester shall be paid $4,300 per semester class. If the regular secondary classroom teacher teaches less than the full semester they shall be paid the prorated amount for the same class.

4. Special Education Meetings

   Bargaining unit members may be required to attend Individualized Education Plan (IEP)

meetings, Multi-Disciplinary Team (MDT) meetings, manifestation determination meetings or other special education related meetings which may occur, in whole or in part, outside of the duty day. Bargaining unit members, other than those defined as Special Education Teachers in Article III, Section B, Paragraph 6, who are required to attend such meetings shall be paid at an hourly rate of $32 per hour for any time worked outside of the duty day. Bargaining unit members defined as Special Education Teachers in Article III, Section B, Paragraph 6, who work outside the duty day are already compensated for such service as set forth in that paragraph. Bargaining unit members may be required to attend IEP meetings, MDT meetings, manifestation determination meetings or other special education related meetings outside of the 188 duty days. Bargaining Unit members who are required to attend such meetings outside the 188 duty days shall be paid at an hourly rate of $50 per hour for any time worked outside of the 188 duty days.

5. Special Education Teacher Vacancies

A Special Education Teacher in a building with a Special Education Teaching vacancy who is assigned responsibility for IEP case management of ten (10) or more students who would otherwise be covered by a vacant Special Education Teacher, shall receive a stipend of up to $3,000 per semester in recognition of work performed outside the regular duty day. The amount of the stipend shall be based on the proportion of the FTE status of the vacant Special Education Teacher position being covered. The stipend shall be in lieu of the hourly extra duty pay for work outside the duty day set forth in paragraph 4 of this section and shall be paid at the next pay period following the end of each semester.

6. Work Outside the Duty Days

Special Education Teachers who are required to perform work outside the 188 duty days shall be paid at an hourly rate of $50.00 per hour for any time worked outside of the 188 days.

E. Appendix B

Bargaining unit members may qualify for additional compensation for athletics, fine arts, and other extra duties as listed in Appendix B The Talent Services Department will inform bargaining unit members of the manner in which these individual stipends will be disbursed.

F. Insurance

1. Employee Medical-Hospitalization-Major Medical Insurance

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

The District shall provide Blue Cross/Blue Shield insurance plan to all full-time employees. The District shall offer employees the choice of the following from BlueCross/BlueShield: Network Blue PPO ($1,200 deductible), Premium Select BlueChoice ($0 deductible), or Blueprint Health ($0 deductible). In the event the District's health insurance plan

deductible increases or decreases during the contract year, the parties agree the new deductible will be the closest deductible to the current deductible that provides the same or similar coverage.

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

The District shall pay the following dollar amounts toward the health insurance plan selected by the employee for the 2026-2027 contract year:

Coverage	District Monthly Contribution	District Yearly Contribution	Employee Monthly Contribution	Employe Yearly Contribution
Employee	$902.48	$10,829.76	$9.11	$109.32
Employee and Children	$1,349.12	$16,189.44	$337.28	$4,047.36
Employee and Spouse	$1,397.42	$16,769.04	$516.85	$6,202.20
Employee, Spouse and Children	$1,876.38	$22,516.56	$694.00	$8,328.00
Dual Employee	$1,895.13	$22,741.56	$19.14	$229.68
Dual Employee and Children	$2,544.67	$30,536.04	$25.71	$308.52

The District shall pay the following dollar amounts toward the District's Dental Insurance Plan for the 2026-2027 contract year:

Dental Insurance	Monthly	Yearly
Employee	$28.67	$344.04
Employee and Children	$28.67	$344.04
Employee and Spouse	$28.67	$344.04
Employee, Spouse, and Children	$28.67	$344.04
Dual Employee	$57.34	$688.08

Employees are eligible to purchase additional dental coverage for their dependents at their own expense under the Dental Plan.

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

Retiring employees shall be separated from employment on the last duty day of the school calendar and shall be paid the balance of their salary for the remainder of the contract year on the next regularly scheduled payroll. For the term of this agreement, the retiring employee will be covered by the health insurance program until August 31. The retiring employee shall elect, on or before May 1 of each contract year, whether the cash value of the District's contribution to health insurance for the remainder of the contract year shall be paid directly to the employee as wages, subject to applicable tax withholding, or whether such cash value shall be contributed into the retiring employee's 403(b). If the employee fails to make an election, the District shall pay the amount as wages.

No covered employee who a) was employed by the District during the 2025-2026 school year, b) remains employed during the 2026-2027 school year, and c) elects the same health insurance plan coverage tier for both school years, shall suffer a reduction in gross pay for the 2026-2027 school year as a result of the increase in employee health insurance premium contributions. Affected employees shall receive an off-schedule salary supplement, distributed equally across regular pay periods, in an amount necessary to match the employee's gross pay for the 2025-26 contract year. For purposes of this clause, gross pay shall be defined as the covered employee's schedule salary plus any applicable Long Service Increment less the employee's health insurance premium contribution. This provision does not affect any employee's advancement on the salary schedule or qualification for the Long Service Increment.

2. Group Term Life Insurance

The District shall provide group basic term life insurance for full-time employees in the amount of $25,000, effective the first of the month following 30 days of employment. Reduction of benefits will begin at age 70.

An employee who retires after completing all contractual obligations and begins 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. The District's contribution to the premium cost for such period shall be paid to the retiring employee as wages upon separation from employment.

In the event of employment termination, the employee may continue coverage through portability with the district's insurance provider at the same premium rate as paid by the district.

The employees may also purchase additional coverage.

3. Long-Term Disability Program

The District shall provide long-term disability benefits for full time employees incurring long illness. This plan provides a monthly benefit of 60% of the employee's monthly gross salary, to a maximum of $8,500. 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 approval. 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.

G. Flexible Benefit Plan

Premiums paid by the employee shall be made pursuant to a salary reduction agreement under the school district's Flexible Benefit Plan. Premiums are excluded from the employee's income and social security tax base and accordingly, are paid by the employee on a pretax basis. Employees 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/her required premiums for group health insurance on a pretax 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 insurance coverage of the employee (and his/her dependents if applicable) 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 pretax contribution to the Flexible Benefit Plan.

H. Employee Personal Property Reimbursement

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

I. Salary Deductions

1. Mandatory Deductions: All deductions required by law will be made from the salary of wages of each employee. At the present time the following mandatory deductions include but are not limited to:

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

2. Voluntary Deductions: Any employee may, upon direct authorization by such employee, accepted by the School District, request voluntary deductions, which include but are not limited to deductions for tax-sheltered annuities, health insurance, vision insurance, supplemental term life insurance, credit union, flexible spending accounts, retirement buybacks, Omaha Schools Foundation, long-term care, and United Way.

3. Omaha Education Association Dues

   In accord with Nebraska Revised Statutes (Sections 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.

J. Direct Deposit of Checks

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

K. Tax-Sheltered Annuity

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

IV. LEAVES OF ABSENCE

A. Sick Leave and Payout of Accumulated Sick Leave

1. Sick Leave

   All full-time professional employees of the District shall be entitled to an annual sick leave allocation equal to one sick leave day per month, up to ten (10) sick days per year, with the total annual allocation being made available for use at the beginning of the fiscal year. Eligible employees accumulate sick leave until they have reached the maximum

accumulation for sick days. The maximum accumulation for sick days is 127 days for all full time employees.

Employees who reach the applicable maximum shall no longer accrue sick leave. Once the employee's sick leave balance falls below the maximum, accrual shall commence again until reaching the maximum. Any otherwise eligible employee who is on a leave of absence shall not accrue sick leave while on a leave of absence.

The employee's accumulated sick leave may be used for the illness of an immediate family member. Immediate family member will include the employee's spouse, children, parents in a care facility, or an individual who is a permanent resident in the employee's home or for whom the employee has specific legal responsibility.

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

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.

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 certified to the central office by principals or other authorized supervisory officers who may require a physician's statement to support their certification. The Superintendent may designate a second physician to conduct an examination to confirm the opinion of the employee's physician.

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

2. Payment for Accumulated Sick Leave

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

The applicable dollar amount of the employee's unused sick leave shall be calculated as follows: 50% of the employee's contracted daily rate at the time of retirement or resignation, termination due to reduction-in-force, or death multiplied by the number of

unused sick days, not to exceed the maximum days accumulation as defined in Section IV, A, Paragraph 1.

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

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

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

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

B. Personal Leave

a. New employees will receive one personal day at the beginning of each semester during their first year of employment. Employees commencing their second creditable year of service will receive two personal days per year. Employees commencing their sixteenth creditable year of service will receive three personal days per year. Unused personal days will be paid out prior to the next academic year at the approved daily rate for substitute teachers. Whenever possible, business transactions shall be scheduled at the end of the student scheduled day. At their discretion, principals are authorized to release teachers for such transactions which are similar to early release to attend meetings or university classes.

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

(1) 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.

(2) For legal arrangements which are related to the settlement of the estate of a relative.

(3) To comply with a court summons when it does not involve an instance where the employee has violated the law.

(4) To take a special examination administered by a university for an advanced degree program.

(5) To attend the funeral of a close friend.

(6) 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.

(7) 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.

(8) Absence of an employee resulting from mandatory preinduction physical examination requested by the Selective Service System.

(9) For legal proceedings requiring the attendance of a parent/legal guardian.

(10) 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.

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

C. Bereavement Leave

a. Absence from work will be allowed so that the employee may have four consecutive workdays following the death of an immediate relative without loss of pay. 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 (including stillbirth and miscarriage), brother, sister, stepparents, stepchildren, stepsiblings, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, great-grandparent, great-grandparent in-law, grandchild, aunt, uncle, niece, nephew, cousin, 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.

Notice of the need for bereavement leave must be given within 5 days following the death of the relative and leave will be arranged in conjunction with the service of the deceased family member. The District may require an Employee to submit documentation (e.g. service program or obituary) to the Department of Talent Services upon request.

D. Adoption Leave

Adoption leave will be permitted to be taken by an adoptive parent for the same time and on the same terms as an employee is permitted to take a leave of absence upon the birth of the employee's child. The adoptive parent leave of absence begins following the commencement of the parent-child relationship. The parent-child relationship commences, for purposes of adoption leave, when the child is placed with the employee for purposes of adoption. An employee's entitlement to FMLA leave for the placement of a child for adoption or foster care expires 12 months after the placement. Advance notice of an anticipated adoption shall be provided by the employee to the Superintendent or designee as soon as possible.

E. Child Rearing Leave

Child rearing leave may be provided to one parent for reasons of adoption, biological childbirth, or the need to provide parental care for a child or children for an extended period of time. Upon application to the Superintendent, child rearing leave without pay shall be granted if the request is made prior to March 15 of the previous contract year. Child rearing leave without pay may be granted if the request is made after March 15 of the previous contract year. Only one District employee per household may be granted child rearing leave in any one school year. An employee may only take one year of child rearing leave for each child of the employee.

Exceptions for emergencies will be handled on a case by case basis. A supporting statement from a physician may be required. Child Rearing Leave is only available after exhausting FMLA benefits.

F. Absence for Professional Purposes

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

days in advance before such absence may be granted. The Chief Talent Officer may grant an exception to this requirement on a case-by-case basis. The central office must also grant permission for such absence in writing, and notation of this fact must be made on the payroll by the certifying person.

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

G. Health Leave

Any employee, may upon proper application to the Superintendent and approval of the Board of Education, be granted a leave of absence for health reasons. Health Leave is only available after FMLA benefits have been exhausted.

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

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

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

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

H. Military Leave

Any employee called to active service shall be eligible for Military Leave in accordance with Nebraska Revised Statute 55-160 and the Uniformed Services Employment and Reemployment Rights Act.

I. Elective Office Leave

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

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

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

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

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

2. Officer or Executive Committee of a State or National Professional Association: 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 related to the education profession.

   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.

J. Association President Leave

The president of the Association representing a majority of the certificated staff will have a certificated teacher partner during his or her term of office. The Board of Education shall pay the Association president during his or her term in office. The Association shall reimburse the Board of Education, the cost of salary and fringe benefits paid to the Association President.

K. 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. Excluding leave specifically for negotiations, no individual association member's association leave shall exceed five (5) days per school year. However, members serving as elected officials on state or national

committees may take more than five (5) days leave provided the District is reimbursed the cost of the substitute teacher for each day of leave beyond five (5). Requests should be made in advance through the Office of the Superintendent.

L. 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. At the employee's request, an employee on a leave of absence shall receive credit toward retirement as provided for in Section 79-990 of Nebraska Revised Statutes. The employee will retain the number of accumulated sick days held prior to the effective date of the leave.

M. Failure to Return from Leave

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

N. Religious Holiday Policy

Employees who desire to observe a religious holiday occurring during the school year may use available personal or other eligible leave, including accrued sick leave. Employees who have exhausted personal or other eligible leave may be granted time off without pay to observe a religious holiday.

This leave must be taken in half-day or full-day increments. This leave must be requested one month in advance and must be to attend to a religious holiday that cannot happen at any time other than during the school day.

O. Elective and Appointed Office Leave

A bargaining unit member who is elected or appointed to a board, or commission dedicated to the work of public education or stewardship of teacher pensions, may request Public Board Leave, up to two days per quarter. Public Board Leave must be taken in half-day or full-day increments. The employee shall exhaust any personal leave prior to requesting Public Board Leave. The employee must provide the Chief Talent Services Office with notice of anticipated leave as soon as possible, with at least two week's notice.

V. Benefits for Part-Time Certificated Staff

A. Health and Accident

Part-time certificated staff with a .5 to .74 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. The District will pay 50% of the percentage it pays for full-time certificated staff, as provide in, Health Insurance Section of this Agreement in Section III, E, 1.

2. Premium cost will be paid through payroll deduction.

3. An employee must make a decision to participate in the benefit plan by September 1 of each school year unless he/she is a newly hired employee.

B. Group Term Life Insurance

Part-time certificated staff with a .5 to .74 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 a decision to participate by September 1 of each school year unless he/she is a newly hired employee.

C. Sick Leave

Part-time certificated staff with a .5 to .74 FTE or more are eligible to receive one-half sick leave benefits provided to full-time employees, accumulative to 45 days.

D. Personal Leave

Part-time certificated staff with a .5 to .74 FTE or more are eligible to receive one-half personal leave benefits provided to full-time employees.

E. Bereavement Leave

Part-time certificated staff with a .5 to .74 FTE or more are eligible to receive one-half bereavement leave benefits provided to full-time employees.

F. Part-Time Pro-Rate

Part-time certificated staff with a .5 to .74 FTE or more may advance one step on the salary schedule for each two years of creditable part-time service.

VI. OTHER PROVISIONS

A. Use of Personal Automobile

1. Mileage Reimbursement

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

B. Duty Hours

1. Regular Duty Hours

Teaching staff will be assigned 188 regular duty days.

The regular duty day for staff shall include 35 minutes beyond the student day. Effective on the last day of this Agreement the regular duty day for staff shall increase to 55 minutes beyond the student day to account for the District exercising its management right to shorten the student day by 20 minutes. In the event the District thereafter lengthens the student day the parties shall then renegotiate the regular duty day for staff described above, and the plan time changes provided below in subsections C 3 and C 9.

The principal, in collaboration with the Bargaining Unit members in the building, shall establish a regular beginning and ending time for the duty day for each staff member prior to August 1. The principal may make changes to the duty day for individual staff members during the school year should such a need arise.

The regular duty day for elementary and secondary counselors and department heads shall length be determined in collaboration with the building principal or designee. Placement of additional minutes shall be determined by the building principal in collaboration with the counselor(s). The regular duty day for Directors of Counseling, Lead Teachers, Deans of Students, Instructional Facilitators, Department Heads, and Curriculum Specialists shall be determined in collaboration with the building principal or designee. Placement of additional minutes shall be determined by the building principal in collaboration with the Directors of School Counseling, Lead Teachers, Deans of Students, Instructional Facilitators, Department Heads, and Curriculum Specialists. The Association and the District shall meet annually in collaboration to determine the length of the student day with a decision to be made prior to the end of the school year.

2. Parent Teacher Conferences

Bargaining unit members may be required to attend two to four parent/teacher conference sessions per year. A session may occur over multiple days. These scheduled conferences can occur before, during or after the duty day. Bargaining unit members will receive compensatory time for each hour worked outside of the duty day up to a maximum of seven hours. Bargaining unit members shall be paid $32 per hour for scheduled parent teacher conferences in excess of seven hours outside of the duty day per semester. Each building principal and the Associations Representative shall collaboratively determine the parent teacher conference schedule option for their building.

3. School Regulated Evening Activities

Bargaining unit members on a 188 or greater day contract may be required to attend (6) six school related evening activities, not including PTA/PTO meetings, per year as part of their contracted obligations. These activities are in addition to parent/teacher conferences. See the Extra Duty Section for the hourly rate teachers receive for additional required school regulated evening activities.

4. Lunch Period

   All bargaining unit members shall be provided with a duty-free 30 minute lunch period. During scheduled assignment all staff will be available for any emergencies.

5. District or School Closure

   In the event of a School Closure, or District Closure, staff will be expected to work remotely on days when students would otherwise have been present.

6. Additional Duty Days

   In the event that staff are required to be on duty beyond the 188 days, staff will be paid at the rate of 1/188th of their scheduled salary.

C. Preparation/Conference/Planning Time

1. Classroom preparation/conferencing/lesson planning time shall be used for the purpose of preparation, grading papers, contacting parents, planning, or other aspects connected with the instructional duties of staff whose primary duties include delivery of instruction to students.

2. Pre-K, Early Childhood Special Education and Head Start teachers shall have one release day per month from September to May, totaling 9 days per year and additional plan time may be available during nap time of 400 minutes during a two-week instructional period for the school year.

3. Elementary instructional staff shall have a minimum of 450 minutes of plan time during each ten-day instructional cycle at the discretion of the teacher. Effective on the last day of this Agreement, the minimum plan time for elementary instructional staff during each ten-day instructional cycle shall increase from 450 minutes to 530 minutes. Where possible, the elementary instructional leadership team may schedule up to an additional 45- minute team plan meeting each 10-day instructional cycle. Team plan time may be used for the grade levels or professional learning communities to meet and discuss matters relevant to classroom instruction or the school improvement plan. When relevant and at the discretion of the elementary instructional leadership team, specialists will be included in team meetings or professional learning communities. In the event that the topic is not relevant to the specialist's discipline, the specialist may utilize the plan time to collaborate with specialists in their disciplines, plan programs and competitions associated with their disciplines, care, and maintenance of musical instruments, technology that may be assigned to media specialists, supplies for the visual arts, and equipment for physical education.

4. Each elementary school site shall establish an instructional leadership team, comprised of administration, grade-level representatives and specialists to collaboratively plan professional development in alignment with the school improvement plan and to decide the purpose of team plan meetings. Instructional staff at each building will choose grade-level representatives and specialists.

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

5. All bargaining unit members shall have 17.5 hours of plan/prep time prior to the first student contact day (7 of these hours must be provided prior to the first school event, e.g. open house/orientation/Safe Walk to School event), 7.0 hours for a district Curriculum Day and 10.5 hours for building based professional development and meetings, as determined by the district calendar planning committee.

6. Elementary Library Media Specialists—Each Elementary Building will receive a minimum of 200 minutes for records and resource management, during student contact time, during each ten-day instructional period of the school year.

7. Special Education Staff—Full-time special education staff (e.g. Special Instruction teachers, Speech Language Pathologist, etc.) will be provided one day per quarter for student record maintenance purposes (in addition to their plan time). Special education staff shall work with building administration to schedule these days to ensure that a substitute is available prior to taking the day. When possible, special education staff shall schedule their work time on the same day so a full day substitute can be shared.

8. No staff, team or other school meetings at the building level shall take place before, during, or after duty hours during the three days prior to progress reports or report cards being due to the building administrator. The three days shall include the day they are requested by the building administrator. Exceptions shall be made for special education related meetings (IEPs, MDTs, SATs, etc.) or at the request of a parent/guardian.

9. Instructional staff in secondary and alternative programs shall have no less than 350 minutes of plan time during each five-day instructional cycle at the discretion of the teacher for the duties described in section VI.C.1. Effective on the last day of this Agreement, the minimum plan time for secondary and alternative programs during each five-day instructional cycle shall increase from 350 minutes to 390 minutes. The instructional leadership team may schedule additional team/department plan meetings to be used for grade level collaboration, curriculum meetings, or professional learning communities, to meet and discuss matters relevant to classroom instruction or the school improvement plan.

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

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

D. Staff Meetings

Faculty meetings are to be held to a maximum of two meetings per month, and shall be limited to 60 minutes in duration. Faculty meetings are meetings where all staff is required to attend.

Staff may be required to attend additional committee meetings, as determined by the committee in collaboration with the Building Administrator. Committee meetings are not staff or faculty meetings.

E. Acceptable Dress and Appearance

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

F. Citizenship Rights

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

G. Collaboration

The OEA and the District are committed to the concept of collaboration. To demonstrate that commitment, the OEA and the District agree to establish a forum for ongoing collaboration. The professional collaboration will focus on the following topics: cultivating a collaborative culture, staff safety, peer assessment and review, teacher accountability and effectiveness, and other topics as mutually agreed upon by the OEA and the District. The forum for ongoing collaboration will be as follows: the Superintendent will visit the OEA Executive Board meeting on a quarterly basis, the OEA President will visit the principal meeting on a quarterly basis, and the length of each visit will be mutually agreed upon.

H. Staff Entry to District Sport Events

Staff members with current District identification will be allowed entry for the staff member and their immediate family (spouse and children under 18 years of age) into any District spectator sport event.

I. 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.

J. Association Use of School Facilities

1. The Association will be allowed use of school buildings for meetings without cost as approved by the appropriate administrative office provided that such meetings do not interfere with the normal operation of the school.

2. Meetings of the Association groups within a school shall be arranged for in advance through the office of the principal.

3. The Association will be allowed to place Association notices, circulars, or other material through the school delivery service and the building mailboxes. The Association shall deliver its mail for distribution to the central mailroom and sort the mail for delivery to each school.

4. The Association will be allowed to place notices, circulars, or other material (exclusive of local, state, and national political campaign material) dealing with activities or concerns of the Association on a bulletin board located in faculty lounges and such other places as designated by the building principal.

5. Upon request of the Association or a member of the bargaining unit to the principal of the school, a designated Association staff representative will be admitted to the building for the purpose of assisting in the adjustment of grievances.

K. Association Participation in New Teacher Orientation

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

L. 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.

M. Grievances

1. Grievances, complaints and communications from employees associated with the Omaha Education Association shall be initiated in the following manner:

a. STEP ONE

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 Chief Talent Services Officer.

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. STEP TWO

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. STEP THREE

If the aggrieved person is not satisfied with the disposition of the grievance, an appeal to the Superintendent should follow within 10 working days. Within 10 working days after receipt of the written appeal, the Superintendent or designated representative(s) shall conduct a hearing with the aggrieved person. The Association's staff may be invited to attend, by either party, and participate in any hearing 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. STEP FOUR

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

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

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

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

N. Personnel Files

Any teacher or full-time employee of the District shall, upon his or her request, have access to his or her personnel file maintained by the District and shall have the right to attach a written response to any item in such file. Such teacher or employee may in writing authorize any other person to have access to such file, which authorization shall be honored by the District. Such access and right to attach a written response shall not be granted with respect to any letters of recommendation solicited by the District which appear in the personnel file. No other person except school officials while engaged in their professional duties shall be granted access to such file, and the contents thereof shall not be divulged in any manner to any unauthorized person.

O. Contract Variance

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

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

upon, in writing, by both parties. Waivers approved through this process will remain in effect through the duration of this Master Agreement.

This one year (2026-2027) Agreement was reached on March 23, 2026. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their representatives.

Attest:

by:_____ _____
Jane Erdenberger, President — Date
School District No.0001 in the City of Omaha
and County of Douglas and State of Nebraska

by:_____ _____
Anne MacFarland, Ed.D, Secretary to the Board of Education — Date
School District No.0001 in the City of Omaha
and County of Douglas and State of Nebraska

by:_____ 3/19/26
Katherine Poehling, President — Date
Omaha Education Association

by:_____ 3/20/26
Raeanna Carlson, Ed.D, Chief Negotiator — Date
Omaha Education Association

APPENDIX A

2026-2027 Salary Schedule

	BA	BA18	MA	MA18	MA30	PHD
1	51,380	53,435	58,023	60,305	62,587	65,646
2	52,408	54,463	59,543	61,875	64,207	67,366
3	53,435	55,490	61,062	63,444	65,827	69,086
4	54,463	56,518	62,581	65,014	67,446	70,806
5	55,490	57,546	64,101	66,583	69,066	72,526
6	56,518	58,573	65,620	68,153	70,686	74,246
7	57,546	59,601	67,139	69,722	72,305	75,966
8	58,573	60,628	68,659	71,292	73,925	77,686
9	59,601	61,656	70,178	72,861	75,545	79,406
10	60,628	62,684	71,697	74,431	77,164	81,126
11	61,656	63,711	73,224	76,007	78,791	82,853
12	62,684	64,739	74,750	77,584	80,418	84,580
13	63,711	65,766	76,276	79,160	82,044	86,307
14	64,739	66,794	77,803	80,737	83,671	88,034
15	65,766	67,822	79,329	82,313	85,298	89,761
16			80,862	83,897	86,932	91,496
17			82,396	85,480	88,565	93,230
18			83,929	87,064	90,199	94,964
19			85,462	88,648	91,833	96,698
20			86,996	90,231	93,466	98,432

APPENDIX B
Pay for Athletics, Fine Arts and Other Extra Duty

High School Athletics Coaches & Assistant Coaches	2026-27
Assistant Athletic Director	$10,500
Baseball Asst	$4,610
Baseball Head	$6,450
Basketball Asst	$4,810
Basketball Head	$8,610
Bowling Asst	$2,510
Bowling Asst (B&G) Combined (Dual)	$2,700
Bowling Head	$3,890
Bowling Head (B&G) Combined (Dual)	$4,510
Cross Country Asst	$2,560
Cross Country B&G Asst Combined (Dual)	$2,760
Cross Country B&G Head Combined (Dual)	$4,610
Cross Country Head	$3,580
Diving Coach (1 coach serves all High Schools)	$5,430
eSports Asst (Per Semester)	$2,150
eSports Head (Per Semester)	$3,580
Football Asst	$4,810
Football Head	$8,610
Golf Asst	$2,560
Golf Head	$3,580
Soccer Asst	$4,610
Soccer Head	$6,450
Softball Asst	$4,610
Softball Head	$6,450
Special Olympics Coach	$1,790
Swimming Asst	$4,610
Swimming B&G Asst	$4,860
Swimming B&G Head	$7,380
Swimming Head	$6,450
Tennis Asst	$2,560
Tennis Head	$3,890
Track & Field Asst	$4,610
Track & Field B&G Asst	$4,860

Track & Field B&G Head (Dual)	$7,380
Track & Field Head	$6,450
Unified Sports Asst	$1,790
Unified Sports Head	$2,870
Volleyball Asst	$4,710
Volleyball Head	$8,200
Wrestling Asst	$4,610
Wrestling Head	$6,450
Wrestling Head (B&G) Combined (Dual)	$7,350
Wrestling Assistant (B&G) Combined (Dual)	$4,810
High School Arts & Extracurricular	**2026-27**
Academic Club or Honor Society (Science Olympiad, Math Competition, Class Officers, National Honor Society etc.)	$1,840
Academic Decathlon	$1,840
Asst Band Dir (per Semester)	$1,840
Cheerleader	$4,860
Color Guard (per season fall and winter)	$1,840
Culinary	$1,330
Dance Team (Change from Pom Pom)	$4,610
DECA	$3,690
DECA (Asst)	$1,840
DECA (Split Lead)	$3,070
Dramatics (per event)	$2,560
Drill Team	$1,840
Educators Rising	$4,100
FBLA	$3,690
FBLA (Asst)	$1,840
FBLA (Split Lead)	$3,070
FFA	$4,510
HOSA	$3,690
HOSA (Asst)	$1,840
HOSA (Split Lead)	$3,070
Instrumental Music	$8,610
JROTC Instructor - Split 2 at ea school = 1 Instructor Pay.	$5,330
Newspaper	$3,380
Pep Club	$1,840

Robotics	$2,560
Skills USA-VICA	$3,690
Skills USA-VICA (Asst)	$1,840
Skills USA-VICA (Split Lead)	$3,070
Speech & Debate	$4,610
Speech & Debate (Asst)	$2,300
Speech & Debate (Split Lead)	$3,840
Stagecraft	$3,170
Student Government	$3,070
Vocal Music	$6,450
Yearbook	$3,280
Middle School Athletics Coaches & Assistant Coaches	**2026-27**
Basketball Head	$3,140
Basketball Asst	$1,880
Cheer Coach	$1,880
Cross Country Asst	$1,560
Cross Country B&G Asst Combined	$2,260
Cross Country B&G Head Combined	$3,780
Cross Country Head	$2,620
Drill/Dance Team Coach	$1,880
Football Asst	$1,880
Football Head	$3,140
Soccer Asst	$1,880
Soccer Head	$3,140
Swimming Asst	$1,880
Swimming Head	$3,140
Track & Field Asst	$1,880
Track & Field B&G Asst	$1,880
Track & Field Head	$2,620
Volleyball Asst	$1,880
Volleyball Head	$3,140
Wrestling Asst	$1,880
Wrestling Head	$3,140

Middle School Arts & Extracurricular	2026-27
Academic Club (Science Olympiad, Math Competition, Quiz Bowl etc.)	$1,260
Assistant Band Director	$1,040
Instrumental Music	$3,660
Robotics	$2,620
Student Council	$1,260
Vocal Music	$2,300
Yearbook - Middle School	$1,880
Elementary School Arts & Extracurricular	**2026-27**
Academic Club	$1,260
Safety Patrol Coordinator	$1,880
Student Council	$1,260

Omaha Education Association/Omaha Public School District 0001
Wilson Elementary Focus School Contract Variance 2026-2027

Notwithstanding the specific reference herein to certain sections and provisions of the 2026-2027 OPS-OEA Master Agreement impacted by the contract variances, all of said provisions of the 2026-2027 OPS-OEA Master Agreement shall be, and remain, in full force and effect during the term of this Agreement and binding upon all employees represented by the bargaining agent Omaha Education Association except as otherwise specifically provided herein. Teachers at Wilson Focus School will be paid a rate of pay based on the increased number of contract days and the extended duty day equal to the increased percentage of time worked compared to teachers on a 188 day contract. The number of additional days and hours worked will include all the time the Wilson Focus School teachers are required to work, beyond what is required of other teachers in the district.

Extended Duty Day

All Wilson Focus School staff will have an extended duty day 25 minutes longer per day than the regular teacher duty day for 198 of the 202 duty days. The remaining 4 duty days will be the same length as the regular teacher duty day.

Extended Contract Days

The Wilson Focus School staff will be assigned 202 day contract. The Wilson Focus School Staff will have 12 non-student contact days during each contract year. These 12 days will be for the purpose of professional training, teacher work days, or collaborative plan time

Compensation

In light of the extended contract days and extended duty hours, Wilson Focus School staff will be paid at a rate of 113.23% of the applicable rate on the then current salary schedule.

Payment for extended learning opportunity past the duty day

Wilson Focus School may elect to offer extended learning opportunities after the end of the school day during the 2026-2027 school years. Staff that volunteer to teach past the duty day should be paid at the hourly-rate of $32.

Kellom and Conestoga Early Childhood Program Contract
Variance 2026-2027

THIS AGREEMENT is made by and between the Omaha Education Association ("OEA") and Douglas County School District No. 0001, a/k/a Omaha Public Schools ("School District").

Under the terms of the 2026-2027 Master Agreement, bargaining unit members perform 188 service days a contract year. In order to meet the goals and requirements of the Kellom and Conestoga School Early Childhood Program, the parties agree as follows:

1. The 2026-2027 contract years, bargaining unit members assigned to the Kellom and Conestoga School Early Childhood Program will work an additional eleven (11) days for a total of 199 service days and will be paid at a rate of 105.85% of the applicable rate on the salary schedule.

2. Five (5) of the additional eleven (11) service days identified herein shall be non-student contact days and shall be for the purpose of Professional Development as outlined in the School District's contract with the Learning Community. One such Professional Development day may include a conference approved by the Learning Community and the School District. Conference transportation (including cabs and shuttles), registration fee, hotel, meals (three per day) and incidentals will be paid by the School District in accordance with Policy 8231.

3. The remaining six (6) additional service days, or 45 hours, may be completed in hour-long or half-day increments on student-contact days through extended duty hours. Five hours per month shall be completed outside of the regular duty hours as assigned by the administration.

4. Bargaining unit members assigned to the Kellom and Conestoga School Early Childhood Program shall be informed no later than July 1 of the specific additional service days to be performed the next contract year. The additional service days will not conflict with Summer School teaching by Kellom and Conestoga School Early Childhood Program bargaining unit staff.

5. The additional service days and associated compensation provided herein shall be subject to continued funding for the Early Childhood Center and Learning Community Funding by the Nebraska Legislature; provided, however, bargaining unit members will be paid as provided by this agreement for any days worked prior to the loss of funding through the Learning Community.

6. Other than as specifically provided herein, all other provisions of the 2026-2027 OPS-OEA Master Agreement remain unaltered and in full force and effect.