

EDUCATIONAL INTERPRETERS/TRANSLITERATORS

NEGOTIATIONS AGREEMENT

Douglas County School District 0001

and

The Omaha Education Association

2023-2024

2024-2025

2025-2026

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ARTICLE 1 – Terms of Agreement

The terms, conditions, and content of this Agreement shall be in effect for a period commencing August 1, 2023, and expiring July 31, 2026. In the event a succeeding negotiation's agreement has not been reached by the first day of the 2026-2027 employee contract year, it is understood the Board of Education may make the decision to continue to pay employees the same pay rate negotiated for the 2025-2026 school years. This contract shall continue in effect until a substitute contract is adopted, which shall then be fully retroactive to the beginning of the school year.

ARTICLE 2 – Definitions

1. "Covered Employee(s)," as used herein, shall refer to those educational interpreters/transliterators of the District who met the conditions of, and who are described within Article 3, Section 1 of this Agreement; and who are represented in the negotiation of this Agreement by the Omaha Education Association.
2. "Association," as used herein, shall refer to the Omaha Education Association.
3. "*Policies and Regulations*," as used herein, shall refer to the *Policies and Regulations of the School District of Omaha*.
4. "District" as used herein, shall refer to the Douglas County School District No. 0001, State of Nebraska, also known as Omaha Public Schools.
5. "Board" as used herein, shall refer to the Board of Education of Douglas County School District No. 0001, also known as Omaha Public Schools.
6. "Full-Time Employee" as used herein, shall refer to employees who are employed on a regular basis for thirty (30) or more hours per week.
7. "Official Personnel File" as used herein, shall refer to an employee's record maintained in the District.

ARTICLE 3 – Covered Employees

1. If not also described in, or excluded under, this Article, the following Educational interpreters/translitterators of the District are covered employees under this Agreement:
 - a. All full-time or hourly educational interpreters/translitterators who are employed on a regular basis with the hours of work not less than 30 hours each week.
2. The following interpreters/translitterators are not covered employees under this agreement, whether or not they were first described in Section 1 of this Article.
 - a. All daily, hourly, part-time, contracted, or other positions not described in Section 1 of this Article.
3. Employees who, subsequent to the execution of this Agreement, become educational interpreters/translitterators described in Section 1 of this Article and who are not described in, or otherwise excluded under, Section 2 of this Article, shall become covered employees under this Agreement after the effective date of such hiring or placement and upon completion of any probationary period applicable to them. Employees who, subsequent to the execution of this Article, or who become employees described in, or otherwise excluded under, Section 2 of this Article, shall cease to be covered employees under this Agreement as of the date of such termination, reclassification, or new placement.
4. The District is committed to provide Deaf and Hard of Hearing students quality educational interpreters/translitterators, and will normally employ educational interpreters/translitterators who are covered employees under this Agreement. The District shall have the right to contract out for interpreter/translitterator services for the Deaf and Hard of Hearing when hiring for newly created positions or when filling vacancies created by retirement, resignation or termination of bargaining unit members. In addition, the District shall have the right to contract out for interpreter/translitterator services for the Deaf and Hard of Hearing when providing interpreting services on a temporary basis when members of the bargaining unit are unavailable or unwilling to perform such services.

ARTICLE 4

1. Length of Year of Experience

For all purposes, including the adjustment of salaries and the computing of fringe benefits, 140 days on duty during the regular school year shall be counted as a creditable school year for educational interpreters/translitterators in the District.

2. Holidays

If not also described in, or excluded under, this Article, the following Educational Interpreters/Translitterators of the District are covered employees under this Agreement: All full-time, ten-month covered employees shall be entitled to the following paid holidays: Labor Day, Thanksgiving Day, day after Thanksgiving, Martin Luther King Day and President's Day.

3. School Cancellation Days:

If school is cancelled for students, employees in this bargaining unit will not work. If the day is not to be made up district-wide, the first such day in a school year will be designated as the paid school cancellation day. The compensation will be the employee's regular wage multiplied by the employee's regular work schedule hours for that day. To be eligible for the paid school cancellation day compensation, the employee must have actually worked on the workday prior to or the workday after the paid school cancellation day. If more than one school cancellation days occur within one school year and if the days are not to be made up by the employee in this bargaining unit district-wide, employees will first utilize a maximum of four sick leave days or two personal days. If no sick or personal leave is available, the employee will receive no compensation for the day(s). If the time is to be made up district-wide, it will be done in a manner that does not cause the employee in this bargaining unit to work over 40 hours in a week.

District Closure Days:

If weather conditions make traveling extremely hazardous, a **District closure day** may be declared. On these rare days, only emergency personnel will be required to work. Emergency personnel are employees responsible for snow removal or employees otherwise designated as emergency personnel by their supervisor.

On a District closure day, employees will be paid as if they had worked. To be eligible for District closure day compensation, the employee must have actually worked on the workday prior to or the workday after the District closure day. For example, if there is a District closure day on Tuesday and an employee is absent Monday and Wednesday due to illness, that employee is not eligible for District closure pay on Tuesday but instead would utilize sick leave.

Remote Learning Days:

In the event of a Remote Learning Day, employees in this bargaining unit will be expected to work remotely on days when students would otherwise have been present.

Late Start or Early Release:

In the event the Superintendent declares a Late Start or Early Release as a result of inclement weather, employees will work a revised schedule as designated by the Superintendent.

You may confirm whether it is a **school closure day**, a **District closure day**, or a **Remote Learning day** by checking your email or calling the Department of Human Resources.

4. Lunch Period for Educational Interpreters/Translitterators

Lunch period schedules for each educational interpreters/translitterators shall be established to allow the covered employee an uninterrupted thirty (30) minutes per day to eat lunch.

5. Covered employees shall be compensated at the rate of one and one half times for any hour

over forty (40) hours worked in any one week.

6. Overtime: Compensation for approved services rendered by a covered employee which are provided outside of the regular duty hours and not contiguous to regular duty hours shall be paid in one hour increments at the appropriate pay scale for the first hour and for any time thereafter shall be calculated to the next quarter hour.
7. A reimbursement for approved school business as described in the *Policies and Regulations* may be claimed. Reimbursement for use of personal automobiles for approved school business shall be at the rate established by law.
8. Lead Educational Interpreters/Transliterators (EI/Ts) shall have at least 7.5 hours on duty per day at the site they are assigned.
9. Summer School Hourly Rate. Educational Interpreters-Transliterators who apply for and are selected by the District to work during summer sessions shall be paid \$35 per hour.
10. Supervision of after school activities and athletic activity supervision, including intramural activities shall be compensated at the hourly rate of \$20.

ARTICLE 5 – Preparation/Conference/Planning Time

Preparation/Conference/Planning Time

1. Preparation/conference/planning time for the educational interpreters/transliterators shall be used for the purpose of preparation for interpreting duties.
2. Educational interpreters/transliterators shall have a minimum of 40 consecutive minutes each day, during student contact time, of preparation/conference/planning time. If possible, additional duties should not be assigned during this time.

An educational interpreter/transliterators who temporarily provides services an extra period and loses preparation/conference/planning time shall be paid at their regular hourly rate pro-rated for actual time spent providing service.

ARTICLE 6 – Acceptable Dress and Appearance

Acceptable Dress and Appearance

The cooperation and good judgment of all employees in the matter of dress helps to ensure a proper image for students and a businesslike appearance for visitors to the school. Educational interpreters'/transliterators' choice of attire shall be appropriate to ensure students are able to distinguish the interpreters/transliterators signs.

ARTICLE 7 – Evaluation

Educational interpreters/transliterators shall be evaluated on a bi-annual basis. Copies of the evaluation are electronic and the educational interpreter/transliterators shall be given access to the

evaluation.

ARTICLE 8 – Leaves of Absence

Leaves of Absence – Employees shall be entitled to the leaves of absence as set forth in the *Policies and Regulations*. An employee on any leave of absence is not on duty and any day on leave of absence does not count for purposes of determining whether an employee has earned a creditable year of service. For example, such an employee 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 accumulated sick leave, permanent tenure or credit toward retirement. 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.

1. Health Leave

Any employee may, upon proper application to the Superintendent or their designee and approval of the Board, be granted a leave of absence for health reasons. Such application should be submitted as soon as the reasons are known or a medical condition is diagnosed.

- a. 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. The actual starting time of a health leave will be at the discretion of the Superintendent or their designee based upon the physician's statement, the ability of the employee to perform normal duties, and the health and safety of the employee. Such leave may not be considered until FMLA is exhausted.

2. Military and Family Military Leave

Employees shall be entitled to military leave as set forth in the *Policies and Regulations* and as provided for by the laws of the State of Nebraska and of the United States.

3. Professional Leave

Members of the educational interpreters/transliterators staff of the District 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 that will benefit and promote the work of the District, must be approved 20 work days 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 educational interpreters/transliterators 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 funds. For budgetary purposes, as much planning as possible should be made one year in advance.

4. Adoptive Leave

Adoptive 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.

5. Personal Leave

- a. Personal leave with pay may be granted to a maximum of three (3) days per year, one and one half days (1.5) per academic semester for first year employees. Employees may select one of the following two options for unused personal leave days at the end of the school year:
 - (1) Cash out for \$155 per day; or
 - (2) Convert to sick leave.

Whenever possible, business transactions, university classes, or other appointments shall be scheduled after the duty day. At their discretion, principals are authorized to release educational interpreters/translators for such transactions. Employees will not be compensated for time not worked.

- b. Personal leave will not be granted during the first five student contact days or the last ten student contact days, conferences, 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) 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.

6. Sick Leave

- a. Employees shall be entitled to sick leave as set forth in the *Policies and Regulations*. Notwithstanding the provisions of *Policies and Regulations*, Employees covered under this Agreement shall accrue 1.2 sick day per month of employment until reaching a maximum accrual of 110 days.

Twelve (12) 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, parent, grandparent, or an immediate individual who is a permanent resident in the employee's home, in a care facility, or for whom the employee has specific legal responsibility.

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

Whenever an employee resigns, the employee will not receive compensation for any leave time used beyond the amount accumulated.

- b. 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.
- c. The employee shall notify his/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/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.

7. Bereavement Leave

- a. Employees shall be entitled to bereavement leave as set forth in the *Policies and Regulations*.

- b. In the event of a death in a regular, full-time Employee's immediate family, (defined as mother, father, brother, sister, spouse, child, aunt, uncle, niece, nephew, cousin, grandparents, grandparents in-law, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparents, stepchildren, stepsiblings, great grandparents, great grandparents in-law, great grandchildren and any other individual who is a permanent resident in the employee's home) the Employee should give notice to the supervisor and Human Resources Department as soon as possible. Exceptions may be granted at the sole discretion of the Superintendent or his or her designee.
- c. OPS shall grant and excuse employees for up to four paid days for bereavement leave. Employees who are required to travel a minimum of 200 miles one way to attend services related to the death of an immediate relative shall be granted an additional day of leave. It is preferred that an employee use bereavement leave to making arrangements for or attending services related to the death and not just to bereave the death. The parties to this Agreement prefer the employee attend the services related to the death. For payroll purposes, the Employee must submit documentation (e.g. service program or obituary) to the Human Resources Department as soon as practicable.

8. Election/Jury Duty

Employees who are called for election duty are required to remit to the Secretary of the Board any fees received for the hours the employee was excused from duty. If such fees are not remitted to the Secretary of the Board, an identical amount will be deducted from the employee's salary.

Employees who are called for jury duty are required to remit to the Secretary of the Board any compensation (other than expenses) received for the hours the employee was excused from duty. If such compensation is not remitted to the Secretary of the Board, an identical amount will be deducted from the employee's salary.

Jury service typically consists of reporting every day or every other day until actually selected and impaneled for a jury. Employees shall report to work during all periods that the employee is not actually required to serve in the capacity of a juror. *Policies and Regulations.*

- 9. Citizenship Rights - Employees shall be entitled to leave when filing for an elective public office as set forth in the Policies and Regulations. Employees shall be required, thirty (30) days prior to their returning to the School District, to give notice of his or her intentions regarding continued employment by the School District.

10. FMLA Leave

Covered employees shall be entitled to leave provided by the Family and Medical Leave Act of 1993 as described in *Policies and Regulations.*

ARTICLE 9 – Association Leave

1. Association Leave

Annually, an allotment of five (5) days of Association Leave without loss of pay shall be available to designated members of the Association for the purpose of attending conferences, meetings, or conventions that 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.

2. Association Leave of Absence

Full-time covered employees 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 reemployment, fringe benefits, etc. A leave of absence granted pursuant to this section shall not exceed six years in length.

ARTICLE 10 – Employment

1. Credit for Experience

Full time covered employees may, at the time of their employment with the District receive credit on their respective salary schedule for up to ten years of successful experience in a setting whose standards are the same as those of the District. (At the discretion of the Superintendent in individual cases involving special qualifications, the credit for experience may be granted for as many as ten years.)

An employee must apply for a lane change no later than September 1 (pending verification of credits) for the upcoming contract year. Payment will be made no later than the October paycheck and will be retroactive to the beginning of the semester. If the application occurs after September 1 but prior to February 1 (pending verification of credits), the lane change shall occur no later than the March paycheck and shall be retroactive until the beginning of the semester. If the application occurs after February 1, the applicant must wait to the following contract year.

2. The hiring and employment of all employees shall be according to the procedures set forth in the *Policies and Regulations* and shall be without regard to race, color, religion, gender, sex (including pregnancy), sexual orientation, marital status, disability or handicapping condition, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation, economic status, national origin, or participation or nonparticipation in any labor organizations, as set forth in the *Policies and Regulations*, the laws of the State of Nebraska, and the laws of the United States.

The management of the District has the right to hire, suspend, discharge, assign jobs and duties, transfer employees, promote, reward, discipline, and increase or decrease the work force. In the event it becomes necessary to reduce the interpreter/transliterators work force, consideration shall be given on the basis of qualifications for the position, which shall include but not be limited to, seniority status in the District and experience in the type of work required by the position in

question. Management will also determine school calendar, hours of school, hours of work and all other procedures necessary to provide for the education and well-being of students in the District, except as otherwise specifically provided herein.

3. Covered employees requiring service for a "probationary period" shall be identified in this Agreement. For the purposes of this Agreement, "probationary period" shall mean:
 - a. New Employees: For employees new to the District, new to the Educational Interpreters/Transliterators staff or persons who are being reemployed following a separation of full-time service from the District greater than two years in duration, a probationary period of service not to exceed six (6) months may be required. If the employee has relevant experience from another School District, the Chief Talent Officer may decide to shorten or waive the probationary period.
 - b. The probationary period shall commence with the initial date of full-time employment or reemployment and shall extend for a period not to exceed six (6) months.
 - c. Covered Employees Accepting Promotions or Otherwise Changing Assignments: Those covered employees who have been employed on a full-time basis for a period exceeding two years and who are advancing to a higher salary grade and a new covered position involving greater responsibility shall not be required to serve a probationary period. Additionally, any change of classification shall result in a change of salary grade commensurate with the newly assumed position with recognition given to longevity earned on the employee's former schedule. The pay adjustment shall become effective immediately upon the employee's assumption of the new position.
4. An effort will be made to maintain full-time employees in full-time status. The District will notify employees of their assigned location by June 15 of each year. A listing of current Interpreter/Transliterators vacancies for the upcoming school year will be included in the June 15 assignment letter. Covered employees shall be able to request a transfer to any posted opening though the District reserves the right to assign jobs and transfer employees. The District reserves the right to change the assignment at a later date if necessary.

In filling any vacancy for a Lead Educational Interpreter/Transliterators position, the District must send notification to each educational interpreter/transliterators. All qualified educational interpreter/transliterators may participate in the application process.

Transfer requests may be considered during the school year at the discretion of the District. All decisions are to be based primarily upon the welfare of the students and the Strategic Plan of the District.

5. Any employee who resigns shall give the District of Omaha advance notice of ten (10) working days.

ARTICLE 11 – Communications, Complaints and Grievances

1. Grievances, complaints, and communications from employees associated with the Omaha Education Association shall be initiated pursuant to *Policies and Regulations*.

ARTICLE 12 – Wage Deductions

1. All deductions required by law will be made from the salary or wages of each employee. An employee may also make, upon direct authorization, other requested deductions made available by the District.
2. Association Dues:

A single salary deduction for association dues, as agreed to by the District, shall be made upon the authorization of any employee through the Association. The Association must be the recognized collective bargaining representative of such employee. The amount specified in the authorization to the Association shall be withheld each pay period from the employee's wages and the Association shall be then required to notify the District of the amount to be withheld.

- a. Written authorizations made to the Association must be received by the District before the fifteenth of the month to be deducted in the first regularly scheduled paycheck of the following month. Only one written authorization per employee will be accepted by the District per year.
- b. In the event of a termination of employment, the District shall deduct from the final paycheck of the covered employee the remainder of the annual dues even though the amount of the employee's check may be less than a full month of covered employment.
- c. District employees may revoke dues of its membership in the Association once a year. This revocation must be made to the Association in writing no later than 30th. Upon receipt the Association will notify the District. Upon receipt of the association's notification to the District, the District shall revoke dues beginning on September 1.
- d. The District shall not be held responsible to the Association for any failure to deduct the dues of any covered employee having submitted written authorization.

ARTICLE 13 – Insurance Benefits

Group Insurance Coverage:

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.

For the 2023-2024 school year, 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). The District shall pay the following dollar amounts toward the health insurance plan selected by the employee for the 2023-2024 contract year:

Coverage	Monthly	Yearly
Employee	\$772.84	\$9,274.05
Employee and Children	\$1,167.12	\$14,005.44
Employee and Spouse	\$1,242.02	\$14,904.24
Employee, Spouse and Children	\$1,556.54	\$18,678.48
Dual Employee	\$1,577.22	\$18,926.64
Dual Employee and Children	\$2,223.63	\$26,683.56

The District shall pay the following dollar amounts toward the health insurance plan selected by the employee for the 2024-2025 contract year:

Coverage	Monthly	Yearly
Employee	\$811.48	\$9,737.76
Employee and Children	\$1,225.48	\$14,705.76
Employee and Spouse	\$1,304.12	\$15,649.44
Employee, Spouse and Children	\$1,634.37	\$19,612.44
Dual Employee	\$1,656.08	\$19,872.96
Dual Employee and Children	\$2,334.81	\$28,017.72

The District shall pay the following dollar amounts toward the health insurance plan selected by the employee for the 2025-2026 contract year:

Coverage	Monthly	Yearly
Employee	\$852.05	\$10,224.60
Employee and Children	\$1,286.75	\$15,441.00
Employee and Spouse	\$1,369.33	\$16,431.96
Employee, Spouse and Children	\$1,716.09	\$20,593.08
Dual Employee	\$1,738.89	\$20,866.68
Dual Employee and Children	\$2,451.55	\$29,418.60

The District shall pay the following dollar amounts toward the District's Dental Insurance Plan for the 2023-2026 contract years:

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 family dental coverage for their dependents under the Blue Cross/Blue Shield Preferred Dental Plan.

For the duration of this contract, a group health insurance re-opener clause will exist. If the Board 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 determines that another insurance carrier could provide this benefit as described above, the Board 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 2024-2025 or 2025-2026 school year.

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

The premium cost of the employee's share of the family medical premium will be paid through payroll deduction.

2. Group Term Life Insurance

The District shall provide group term life insurance for covered employees in the amount of \$25,000.

Those employees who retire shall receive Basic Group Term Life Insurance coverage equal to that which was in force immediately prior to retirement. This coverage will be in effect until the retiree's 65th birth date.

Following completion of one month's continuous full-time employment, each full-time 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. Premiums will be paid through payroll deduction.

The employee may purchase additional coverage in the amounts of \$12,500, \$25,000, \$50,000,

\$75,000, \$100,000, \$150,000, or \$200,000 of coverage if available.

For subsequent purchase of additional coverage, the full-time 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 dates 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 may increase and the increase will occur on each birthdate of the employee electing the coverage.

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 insurance plan if conversion is permitted under the governing plan. The terms and conditions of any voluntary life insurance policy the District may offer to employees are subject to change in the District's sole discretion.

3. Long-Term Disability Program.

The District shall provide long-term disability benefits for employees incurring long illness. The benefit begins on the 91st calendar day following the date of disability. The program includes all full-time employees with 30 days of employment. The plan will be coordinated with other benefits the employee may receive.

For those employees who become disabled 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 group hospitalization, surgical and major medical program for three months following the expiration of sick leave at Board's expense.

4. Flexible Benefit Plan

A full-time employee who elects to receive health and/or life insurance coverage which requires premiums to be paid by the employee shall pay any required premiums pursuant to a

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

ARTICLE 14 – Pension Plan

Covered employees shall be included under any pension plan established by the District for the benefit of the District personnel, and the District further agrees that it shall make all reasonable efforts to inform the employees of all benefits to which they may be entitled under such program.

ARTICLE 15 – Long Service Increment

For the 2023-24, 2024-25, and 2025-26 contract years only, employees shall receive a long service increment as follows:

1. Bargaining unit members shall receive a long service increment as follows:

Upon completion of 10 years: 2.5 percent of the final step of the employees designated salary schedule.

Upon completion of 15 years: 5 percent of the final step of the employees designated salary schedule.

Upon completion of 20 years: 7.5 percent of the final step of the employees designated salary schedule.

Upon completion of 25 years: 10 percent of the final step of the employees designated salary schedule.

Upon completion of 30 years: 12.5 percent of the final step of the employees designated salary schedule.

2. Long service increments listed above are NOT cumulative.
3. For all full time covered employees a creditable year is as defined in *Policies and Regulations*.

ARTICLE 16 – Payment for Accumulated Sick Leave

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 employee who resigns or dies after 20 creditable years of service to the District, or who retires through normal, early or disability retirement under the District's 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 Article 8, #6.
2. If the employee dies after 20 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.
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 12, 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 12 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 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.

ARTICLE 17 – Spectator Sport Event

Only covered employees with current District identification, their spouse and children under 18 years of age living with them will be allowed entry into any District spectator sport event.

ARTICLE 18 – Salary Schedules


The salary schedules for the contract years are included in the Agreement as an Appendix. Employees who achieve an additional creditable year of service by July 31 will move on step beginning August 1 for the 2023-24, 2024-25, and 2025-26 contract years only. Upon reaching the final step of the salary schedule, movement on step shall cease.

APPENDIX A

66B Associate Degree			
Step	23-24	24-25	25-26
1	\$ 24.94	\$ 28.97	\$ 29.63
2	\$ 25.45	\$ 29.55	\$ 30.21
3	\$ 25.97	\$ 30.14	\$ 30.82
4	\$ 26.48	\$ 30.73	\$ 31.42
5	\$ 27.04	\$ 31.37	\$ 32.08
6	\$ 27.54	\$ 31.95	\$ 32.67
7	\$ 28.09	\$ 32.58	\$ 33.31
8	\$ 28.67	\$ 33.23	\$ 33.98
9	\$ 29.23	\$ 33.88	\$ 34.64
10	\$ 30.14	\$ 34.92	\$ 35.71
LSI	\$ 975.78	\$ 1,130.54	\$ 1,156.11

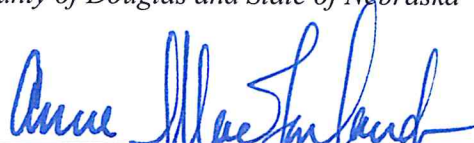
66D Bachelor's Degree			
Step	23-24	24-25	25-26
1	\$ 25.45	\$ 29.55	\$ 30.21
2	\$ 26.38	\$ 30.61	\$ 31.30
3	\$ 27.28	\$ 31.64	\$ 32.35
4	\$ 28.20	\$ 32.70	\$ 33.43
5	\$ 29.12	\$ 33.75	\$ 34.51
6	\$ 30.03	\$ 34.79	\$ 35.57
7	\$ 30.94	\$ 35.83	\$ 36.64
8	\$ 31.86	\$ 36.89	\$ 37.72
9	\$ 32.78	\$ 37.94	\$ 38.79
10	\$ 33.69	\$ 38.98	\$ 39.86
LSI	\$ 1,090.71	\$ 1,261.98	\$ 1,290.47

Attest:

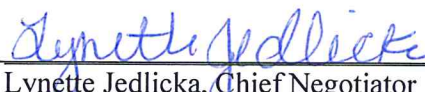
by: 
Spencer Head, President
*School District No. 0001 in the City of Omaha
and County of Douglas and State of Nebraska*

8/21/2023

Date


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

8/21/2023

by: 
Lynette Jedlicka, Chief Negotiator
*Educational Interpreters/Transliterators
Omaha Education Association*

8/18/23

Date

by: 
Katherine Poehling, President
Omaha Education Association

8/18/23

Date

APPENDIX

Article 4

PERSONNEL

Policy No. 4027

Personnel

Grievances and Complaints

A. **Grievances:**

Grievances are complaints by an employee covered by a contract with the Omaha Public Schools via a negotiated agreement (a "covered employee") that a term or condition of said contract has been violated by the school district. Grievances from covered employees shall be initiated in the following manner:

1. If the employee has a grievance, the employee shall, within twenty (20) working days of the incident or situation giving rise to the grievance, 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 by either party. If the subject of the grievance extends beyond the authority and jurisdiction of the immediate superior the employee may discuss the matter with the Chief Talent Officer or his/her designee, but shall do so within the same 20 day time-frame.

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

2. If the problem is not resolved through the aforesaid procedure, then within ten (10) working days following the discussion of the matter with the immediate superior or the Chief Talent Officer (or his/her designee), the aggrieved employee shall submit a formal grievance in writing to the principal or to the person to whom the aggrieved is directly responsible, explaining the precise nature of the alleged contract violation. The person to whom the grievance has been submitted shall have a reasonable period, not to exceed ten (10) working days, to render a decision and the reasons therefore in writing to both the aggrieved person and to the association.
3. If the aggrieved employee is not satisfied with the disposition of the grievance by the principal or the person to whom the aggrieved is directly responsible, the aggrieved employee may appeal to the superintendent of schools within ten (10) working days. Within ten (10) working days after the receipt of the written appeal, the superintendent or his/her designated representative/s shall provide a hearing with the aggrieved person.

The superintendent shall within ten (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.

4. 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 Board of Education Director within twenty (20) 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 decision by the Board of Education and should contain all information and evidence the aggrieved person wishes the Board to consider. The Board of Education shall request all information and evidence the

Superintendent wishes to submit in defense, which shall be submitted to the Board of Education within twenty (20) days of receipt of the request from the Board of Education Director. The Board of Education may choose to hold a hearing, which shall be heard by a committee of the board which shall be called the Ad Hoc Grievance Hearing Committee (hereinafter "Ad Hoc Committee") to gather additional testimonial evidence or may choose to render a written opinion based upon the evidence before it. The Board of Education shall notify the aggrieved person within thirty (30) working days of receipt of an appeal as to whether it will be holding a hearing via Ad Hoc Committee to obtain additional testimony.

If the Board elects to respond in writing to the appeal without a hearing of an Ad Hoc Committee, the decision of the Board of Education shall be provided within thirty (30) days of the notice provided to the aggrieved party concerning whether there will be a hearing on the appeal. If the Board elects to hold a hearing via Ad Hoc Committee, such hearing shall be held within thirty (30) days of the notice provided to the aggrieved party that the Board will hear evidence via an Ad Hoc Committee.

The Ad Hoc Committee members shall be selected according to the following procedures:

- a. All board members may be present as fully participating members at any meeting of the Ad Hoc Committee. Accordingly, the Board of Education Director, shall notify all Board Members of each meeting of the Ad Hoc Committee.
- b. No Board Member may participate in the hearing unless he/she is present prior to any information being presented to the Ad Hoc Committee by the aggrieved party or his/her representatives.
- c. It shall be the responsibility of the Board of Education Director to obtain the presence of at least three Board Members for each meeting of the Ad Hoc Committee.
- d. The date and time for Ad Hoc Committee meetings shall be arranged by the Board of Education Director, with the parties and the Board Members. Each meeting of the Ad Hoc Committee shall be conducted by the President of the Board of Education if the President is present. In the absence of the president, the Vice President of the Board of Education shall conduct the meeting. In the absence of both the President and Vice President of the Board of Education, the Board of Education Director shall designate on a rotation basis another member of the Board of Education to act as chairperson. It shall be the responsibility of the chairperson to maintain appropriate order, announce the opening of the meeting, recognize and identify those persons present, and determine who may speak when.

The Board of Education Director shall attend all meetings and deliberations of the Board or of said Committee.

It shall be the duty of all Board Members to be impartial throughout the hearing before them.

Each meeting on an appeal shall be conducted according to the following procedures:

1. The chairperson shall open the meeting and announce that it will be conducted in accordance with the public meetings laws of Nebraska.

2. The chairperson shall then recognize and identify all those present.
3. The chairperson shall next determine whether the meeting should be conducted in executive session by giving the employee the opportunity to request a public hearing. If the employee requests a private hearing, then the Ad Hoc Committee shall go into executive session upon the motion of one member, the second of another and the affirmative vote of a majority of the members of the Ad Hoc Committee present on a roll call vote. Both the vote and the time of going into executive session shall be recorded by the Board of Education Director.
4. The chairperson shall then inform the parties about the function of the meeting, which is an opportunity to provide additional evidence to tell the Ad Hoc Committee in their own words why they think the decision of the Superintendent is erroneous.

The chairperson shall inform the parties what evidence is already before it in written form which need not be repeated. The chairperson shall inform the parties that no new information shall be considered by the Ad Hoc Committee unless such information qualifies as new evidence, which is evidence not presented earlier that is necessary to avoid a substantial threat of unfairness, provided that it has been given to the Board of Education Director at least 24 hours prior to the hearing. The chairperson shall then determine whether or not there is any new information. The chairperson shall call upon the submitter of the new information to explain why it should be admitted. Following the explanation, the Ad Hoc Committee shall vote on whether to hear the new information. If a majority of the Ad Hoc Committee do not vote to hear the new information, it shall not be received and it shall not be mentioned by either party.

5. The chairperson shall next call upon the employee and/or his/her representatives to tell the Board why the Superintendent's decision is not correct, and to present any new information. The Superintendent and/or his/her representatives will be given an opportunity to ask questions and to cross-examine any witnesses. Board Members shall have the opportunity to ask questions upon the conclusion of the employee's presentation.
6. The chairperson shall next call upon the Superintendent and/or his/her representatives to tell the Board why the Superintendent's decision is correct, and to present any new information. The employee will be given an opportunity to ask questions and to cross-examine any witnesses. Board Members shall have the opportunity to ask questions upon the conclusion of the Superintendent's presentation.
7. Following completion of the presentation by both parties, the Board Members may ask questions about any matter in the record before the Ad Hoc Committee.
8. Following questions by Board Members, each party shall be given an opportunity to make a closing statement. The chairperson shall thereafter close the meeting and inform the parties that the Ad Hoc Committee will deliberate privately on the appeal, and inform the parties of its decision thereafter by personal delivery or certified or registered mail. The decision of the Ad Hoc Committee must be based on the record before it. There is no appeal to the Board of Education from a decision of the Ad Hoc Committee.

B. Complaints:

A complaint from an employee concerning terms and conditions of employment and/or actions by administration that are not grievances shall be governed by the following procedures:

1. **Certificated Employees:** Following a recommendation by administration for disciplinary action with regard to an employee's performance, if such recommendation is either suspension without pay and/or a recommendation that the certificated employee's contract be cancelled, terminated, amended, or not renewed employment be terminated (including but not limited to recommendation for cancellation or termination of an employee's teaching contract with the school district), certificated employees are provided certain methods by which to a request for a hearing before the Board of Education may be made. Such request procedures and such hearings rights and hearings shall be conducted pursuant to all statutory requirements.
2. **Non-certificated Employees:** Following a recommendation by administration for disciplinary action with regard to a non-certificated employee's employment, such employee may appeal this via the following procedures:
 - a. The employee shall, within twenty (20) working days of the disciplinary action, discuss the matter with an immediate superior (at the building level the immediate superior is the principal) in an effort to resolve the matter informally. If the subject of the concern extends beyond the authority and jurisdiction of the immediate superior the employee shall instead discuss the matter with the Chief Talent Officer or his/her designee, but shall do so within the same 20 day time-frame.

If the employee is not satisfied, the employee shall have the right to have an association representative's assistance in all further efforts to resolve the problem.
 - b. If the problem is not resolved through the aforesaid procedure, then within ten (10) working days following the discussion of the matter with the immediate superior or the Chief Talent Officer (or his/her designee), the employee shall submit a formal complaint in writing to the Superintendent and/or his representative/s.
 - c. Within ten (10) working days after the receipt of the written appeal, the Superintendent or his/her designated representative/s shall provide a hearing with the aggrieved person. The Superintendent shall within ten (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.
3. Complaints against any employee which arise from within the membership of the Board of Education shall be referred to the superintendent for decision. No such complaint shall be considered by the Board of Education itself.
4. No complaint shall be considered by the Board of Education in any other manner.

Date of Adoption: July 6, 2015
Revised: December 14, 2020

