

**SCHOOL PSYCHOLOGIST
NEGOTIATIONS AGREEMENT
Douglas County School District 0001 and
Omaha School Psychologist Association (Association)
2023-2024, 2024-2025, 2025-2026**

I. INTRODUCTION

A. Terms of Agreement

1. This agreement is entered into by and between the Board of Education (Board) of Douglas County School District No. 0001 (District) and the Omaha School Psychologist Association (Association) and shall be effective the first day of the 2023-2024 employee contract year and remain in effect until the first day of the 2026-2027 employee contract year.
2. Either party may reopen negotiations for the purpose of bargaining modifications of salary and fringe benefits during the term of this Agreement only in the following circumstances:
 - a. 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
 - b. In the event a negotiated agreement has not been reached by August 1 first day of the any employee contract year, it is understood the 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. Changes required to federal and state withholdings will be made as mandated by statute or regulations.

B. Definitions

Association – The Omaha School Psychologist Association (Association)

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

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

Employee – School Psychologist.

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

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

School Year – The officially adopted school calendar.

Contract Year – August 1 - July 31

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

Seniority – The number of years of consecutive employment as a school psychologist in the District.

School Psychologist – Any employee certificated as a school psychologist by the Nebraska Department of Education who is employed on a regular basis as a school psychologist other than substitute school psychologists in the District.

School Psychologist Intern – An employee completing their school psychology internship as required for their school psychologist specialist or doctorate degree program and has obtained the appropriate licensure from Nebraska Department of Education and employed full-time for one school year as a school psychologist intern in the District.

Regular School Psychologist Salary – The salary from the school psychologist's salary schedule used for this computation shall be the employee's scheduled salary.

Administrator or Supervisor – Any employee such as director, coordinator, principal, assistant principal, or other supervisory personnel as designated by the Department of Human Resources.

C. Agreement Monitoring

The District and the 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.

II. MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Board and administration reserve and retain all rights to manage the District in order to deliver optimum educational services to students. The Board 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 case load policy.

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

1. Contract and subcontract existing and future services related to District operation.

2. Determine whether and to what extent services shall be performed by employees covered by this Agreement.
3. Transfer its services either in whole or in part, from or to any of its employees, facilities, and locations.
4. Determine the number and types of employees assigned to schools, departments, and divisions.
5. Schedule work.
6. Hire, transfer, promote, assign, and demote employees.
7. Layoff, terminate, or otherwise relieve employees from duty for unsatisfactory performance or other legitimate reasons as provided by statute.
8. Suspend, discharge, or discipline employees as provided by statute.
9. Determine the use of administrative and leadership personnel to perform work.
10. Alter, discontinue, and develop practices/policies as may be necessary for the orderly, efficient, and economical operation of the District.

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

III. COMPENSATION AND BENEFITS

A. Certification of the Association

The Association was certified as the exclusive bargaining agent on June 2, 2006, for the purpose of representing School Psychologists working full-time or part-time for the District.

B. Credible Years of Experience

1. Experience Inside the District

Effective with the 2016-2017 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 days on duty during the contract year semester shall be counted as a creditable half-year for all bargaining unit members. An amount equal to, or in excess of, 150 days on duty during the contract 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 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.

School Psychologists are assigned a 192 day contract year.

2. Experience Outside the District

New employees hired to begin service as a School Psychologist on or after August 1, 2023, with prior school psychologist experience, or other relevant psychologist experience at non-school employers, shall receive credit for each such creditable year of up to a maximum number of years equivalent to the top step of this agreement's salary schedule for initial placement on the salary schedule. Credit for non-school psychologist experience shall be awarded solely at the District's discretion.

C. Compensation

The salary schedules are included in the Agreement as Appendixes, 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

Employees hired on or after August 1, 2019 shall receive a creditable year of service for their internship year at an accredited degree program and shall be placed on the step that reflects their creditable years of service and internship year. Employees hired on or after August 1, 2020 shall receive credit for up to 15 years of creditable service outside of the District. Employees hired on or after August 1, 2023 shall receive credit for each such creditable year of service up to a maximum number of years equivalent to the top step of this agreement's salary schedule for initial placement on the salary schedule. Interns hired on or after August 1, 2020 will be placed on Step 1 and remain at that step for the duration of their first school year. Employees hired before August 1, 2019 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 12 years of creditable experience outside of the District, with no credit for an internship at an accredited degree program.

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 2023-24, 2024-25, and 2025-26 contract years only. Step increases will not occur after the expiration of this Agreement unless the parties agree otherwise. Upon reaching the final step of the salary schedule, movement on step shall cease.

4. Long-Service Increment

For the contract years during this Agreement, employees shall receive the amount corresponding to their creditable years of full-time service.

After 20 years of creditable experience school psychologists will receive a longevity provision equal to \$2,346.

After 25 years of creditable experience school psychologists will receive a longevity provision equal to \$3,854.

After 30 years of creditable experience school psychologists will receive a longevity provision equal to \$4,104.

After 35 years of creditable experience school psychologists will receive a longevity provision equal to \$4,461.

After 40 years of creditable experience school psychologists will receive a Longevity provision equal to \$5,079.

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

D. Salary Credit for Degrees

1. Specialist Degree (MA+30, Ed.S, CAGS S.S.P.)

School psychologists with the appropriate certification/endorsement who have earned an Educational Specialist (Ed.S), Specialist in School Psychology (S.S.P.) or Certificate of Advanced Graduate Studies (CAGS) degree requiring a minimum of 60 graduate hours shall be paid at the Specialist salary rate. A certified school psychologist with the equivalent of MA degree plus 30 additional graduate credits, or who is completed all but dissertation of a doctoral program in school psychology, or who has completed MA program in school psychology with a minimum of 60 graduate credits will also be paid at the Specialist salary rate.

2. Doctorate Degree (Ph.D., Ed.D. and Psy.D.)

Salary credit will be given to certified school psychologists who have earned a Doctorate Degree from an accredited college or university in the individual's major field of study directly related to a school psychologist job duties within the Omaha Public Schools.

3. Nationally Certified School Psychologist (NCSP)

As of the date of execution of this Agreement, School Psychologists who are members in the Nationally Certified School Psychologist ("NCSP") may be reimbursed up to \$210.00 per year for the membership. In order to receive reimbursement, the school psychologist must provide Human Resources with proof of payment of initial membership or membership renewal within 90 days of payment. The reimbursement is payable upon receipt of proof of initial

membership or membership renewal. Reimbursement may only be provided for the initial membership or membership renewal, and will not be provided for any other costs, including continuing education.

4. Payment for Salary Credit

Payment for lane changes, for those applying by September 1, will be payable for the school year pending verification of credits and/or degree. 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 and/or degree.

E. Extra Duty

1. Summer Employment

School psychologists who work beyond their contracted days during the summer shall be compensated at \$45.00 per hour or as specified by the grant funding the activity. This activity must be approved by the employee's supervisor.

2. In-Service Pay

Bargaining unit members who instruct in-service classes attend District-required training or professional development, and supervise activities during off-duty hours shall be paid \$32.00 per hour or as specified by the grant funding the activity. This activity must be approved by the employee's supervisor.

F. Mentoring

If the District has grant funds available, it will provide School Psychologists who participate in District mentoring programs payment as follows:

- a. New hires will attend the New Teacher Institute and will receive a stipend of \$250 per day for non-duty days.
- b. The mentoring role will be in addition to normal psychologist duties and requires regular and frequent meeting/interactions with their assigned new psychologist. Assignment, training, and responsibilities of the mentor will be assigned by the Department of Human Resources. Upon the successful completion of District required mentoring duties, mentors will receive a stipend of \$750 per year for mentoring time and duties outside of their normal duty hours. Permanent, psychologists are eligible for the role of a new psychologist mentor for new psychologists or interns with less than one (1) year of total experience.
- c. Mentoring opportunity for experienced psychologists new to the district through the Onboarding Colleague Program is available. Upon successful completion of the District required onboarding colleague duties, mentors will receive a stipend of \$200 per year.

G. Insurance

1. Employee Medical-Hospitalization-Major Medical Insurance

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

The District is currently providing Blue Cross/Blue Shield Blue preferred (PPO) Plan to all full time employees with a \$1,050 deductible. 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).

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 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

In the event the District's health insurance plan deductible increases or decreases during this Agreement, the parties agree the new deductible will be the closest deductible to \$1,200 that provides same or similar coverage.

The District shall pay the following portion of the total premium for the District's Dental Insurance Plan:

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

Employees are eligible to purchase additional family 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. 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.

H. Group Term Life Insurance

The District shall provide group term life insurance for full-time employees in the amount of \$25,000, effective the first of the month following 30 days of employment.

The employees may also purchase additional coverage.

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 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.

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

I. 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.

J. Employee Personal Property Insurance

The Board 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 and/or the employee's supervisor, or was damaged in the process of controlling discipline. No claim will be considered in an amount less than ten dollars and in no event shall the liability of the 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.

K. Salary Deductions

1. Mandatory

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

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

2. Voluntary

All Employees

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

L. 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 form provided by the District. The deposit will be made at the financial institution of the employee's choosing on each regular payday. Any certificated employee not enrolled in the program will be enrolled in a prepaid debit card program.

M. 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

All full-time-employees of this bargaining unit employed by the District shall be entitled to an annual sick leave allocation equal to one sick leave day per month of employment, with the total annual allocation being made available for use at the beginning of each fiscal year. Sick leave may be accumulated, based on the individual's annual allocation to a maximum of 130 days. 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 until reaching the maximum

Sick leave may be used for the illness of the employee or an immediate family member. Immediate family member will include the employee's spouse, parents, child, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandchild, aunt, uncle, niece, nephew, 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 or taking early leaving incentive unless more than 10 days of sick leave are used.

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

Whenever a first-year employee resigns within the first six months of employment, the employee is obligated to repay the amount of any sick leave benefit paid in excess of the employee's accumulated sick leave.

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

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

1. Payment for Accumulated Sick Leave

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

retirement or post-retirement medical care benefits as follows:

- a. 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 day's accumulation as defined in Section IV, Paragraph A.
- b. 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.
- c. 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.
- d. If the number of the employee's unused sick leave days at the time of the employee's resignation or retirement is 10 or more, the applicable dollar amount of the employee's unused sick leave shall be applied to provide supplemental retirement income benefits and/or post-retirement medical care benefits pursuant to the terms and conditions of the Omaha Public Schools Accumulated Sick Leave Conversion Plan. The employee shall not have any option to receive a cash payment of the applicable dollar amount of the unused sick leave or to have the unused sick leave applied to provide any form of benefit that is not provided under the Omaha Public Schools Accumulated Sick Leave Conversion Plan.

A full-time certificated employee who is terminated from employment because of a reduction-in-force shall, regardless of the number of the employee's creditable years of service to the 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

1. Personal leave may be granted to a maximum of three days per year, one day during the first semester for first year employees and two days during the second semester.

Whenever possible, activities shall be scheduled at the end of the school day. At their discretion, the supervisor is authorized to release school psychologists for such transaction which are similar to early release to attend meetings or university classes.

2. Personal leave cannot be requested during the first five and last ten student contact 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 reasons listed below must be done in writing on the appropriate form.):

- a. Childhood diseases not requiring medical attention of a physician.
- b. A leave will be granted for an employee's wedding or a wedding of the parents, children, grandchildren, or brothers/sisters of an employee. A leave for this reason must begin no later than two working days before or following the actual wedding day.
- c. For legal arrangements which are related to the settlement of the estate of a relative.
- d. To comply with a court summons when it does not involve an instance where the employee has violated the law.
- e. To take a special examination administered by a university for an advanced degree program.
- f. To attend the funeral of a close friend.
- g. 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.
- h. Absence of an employee resulting from mandatory preinduction physical examination requested by the Selective Service System.
- i. For legal proceedings requiring the attendance of a parent/legal guardian.
- j. 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.
- k. To close on a home which will be the primary residence of the employee, only if the closing cannot be scheduled outside normal duty hours.

C. Bereavement Leave

- 1. 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, step-child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, great-

grandparent, great-grandparent-in-law, grandchild, great-grandchild, aunt, uncle, niece, nephew, or any other individual who is a permanent resident in the employee's home.

2. 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 their supervisor or the Department of Human Resources upon request.

D. Adoptive Leave

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

E. Child Rearing Leave

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

1. Leave will be granted for the total school year if the request is made prior to the opening of the school year. Requests must be made at least 30 days prior to the time employees report for duty.
2. Leave will be granted for the remainder of the school year if the request is made during the school year.
3. Leave renewal will be considered under individual extenuating circumstances which relate to the health or physical condition of the child. A supporting statement from a physician may be required.

F. Absence for Professional Purposes

School psychologists may be excused for professional purposes without loss of pay

upon written application to the Superintendent of Schools or the Superintendent's designee. All absence for professional reasons, which will benefit and promote the work of the Omaha schools, must be approved one week in advance before such absence may be granted. The central office must also grant permission for such absence in writing, and notation of this fact must be made on the payroll by the certifying person.

Upon recommendation of the Superintendent of Schools, 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.

G. Health Leave

Any employee may, upon proper application to the Superintendent and approval of the Board, be granted a leave of absence for health reasons. Such leave may not be considered until FMLA leave is exhausted.

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

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

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

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

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

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 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. School psychologists shall be required to give notice of their intention one semester prior to their return to the District.

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

J. Association Leave

Annually, a total 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 which are related to conducting Association business. The Association Leave shall be only for the purposes of professional Association business at the local, state, or national level and all such days shall require the authorization of the Association President with administrative approval. Requests for approval should be made in advance through the Office of the Superintendent. This allotment cannot be carried over from one year to the next.

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

L. Failure to Return from Leave

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

V. BENEFITS FOR PART-TIME SCHOOL PSYCHOLOGIST STAFF

A. Health and Accident

Part-time certificated staff with a .5 FTE to .74 FTE are eligible to receive full health and accident insurance benefits according to the policies governing participation by full-time employees. The following provisions will be applied to those electing to participate.

1. Board will pay 50% of premium cost. Employee will pay 50% of premium cost.
2. Premium cost will be paid through payroll deduction.
3. Part-time employees are eligible for dependent coverage. Employee will pay 50% of single premium cost, 50% of the Board contribution to dependent coverage, and all of the remaining dependent coverage premium cost.
4. An employee must make a decision to participate by the end of the open enrollment period of each school year unless he/she is a newly hired employee.

B. Group Term Life Insurance

Part-time certificated staff with a .5 FTE to .74 FTE 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 will pay 50% of premium cost. Employee will pay 50% of premium cost.
2. If part-time annual salary converts to \$8,000 or more, the employee is eligible for \$25,000 worth of coverage.
3. Premium cost will be paid through payroll deduction.
4. Employee must make decision to participate by the end of the open enrollment period of each school year unless he/she is a newly hired employee.

Sick Leave

Part-time certificated staff with a .5 FTE to .74 FTE are eligible to receive one-half sick leave benefits provided to full-time employees, accumulative to 65 days.

Personal Leave

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

Bereavement Leave

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

Part-time Prorate

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

VI. OTHER PROVISIONS

A. Use of Personal Automobile

1. Car Allowance

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

B. Duty Hours

The regular duty day may begin and end at different times as determined by the Superintendent of Schools or his/her designee except that an 8.5 hour day, which includes a 30 minute duty-free lunch, shall be standard.

C. 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.

D. Inclement Weather

When the Superintendent has determined that schools will be closed due to inclement weather and staff is not required to be on duty, covered employees, not otherwise exercising time off pursuant to contracted benefits, shall be advanced pay in his/her next regular pay period at the regular rate of pay as if he/she had reported to duty and worked

a regular duty day. School Psychologists shall not be considered designated staff. Employees covered by this bargaining agreement are not required to report on inclement weather days unless staff is required to report by direction of the Superintendent.

However, should the District be required to add instructional time to the school calendar to meet minimum annual instructional hours set by the Nebraska Department, employees who were not required to report on inclement weather days shall provide services during such added time, subject to procedures as determined by the Superintendent and shall be considered to have been paid in advance for such services.

Employees who were required to report on inclement weather days and who worked beyond their contract duty days will be paid at the rate of 1/contract day total of their scheduled salary.

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.

E. Professional Development

Employees will receive at least 1 day of professional development per year. The District will collaborate with School Psychologists to determine the topic of the professional development day.

F. Director Meetings

The Director of Special Education will meet with School Psychologists, either by attending team leader meetings or staff meetings, at minimum on a quarterly basis to gather feedback and collaborate with employees.

G. Staff Entry to District Sport Events

Staff members with current OPS identification will be allowed entry for the staff member along with their spouse and any children under age 18 into any Omaha Public Schools District spectator sport event.

H. Association Representatives

1. Association representatives may schedule, with the approval of the supervisor or the supervisor's designee, Association meetings before or after duty hours, and or during the duty-free lunch where such meetings do not interfere with normal duties and conduct of business at school or office.
2. Association representatives may, with the supervisor's approval, be given time at each staff meeting for announcements and time immediately following staff meetings to conduct Association business.

I. 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 and meeting district use of facility guidelines provided that such meetings do not interfere with the normal operation of the school or facility.
2. Meetings of the Association groups within a school or facility shall be arranged for in advance through the office of the principal and/or the appropriate administrator.
3. The Association will be allowed to place Association notices, circulars, or other material (exclusive of local, state, and national political campaign material) through the school delivery service, building mailboxes, or on a bulletin board located in places as designated by the appropriate administrator/supervisor. OSPA shall deliver its mail for distribution to the central mailroom and sort the mail for delivery to each school.
4. Upon request of the Association or a member of the bargaining unit to the principal of the school and/or the appropriate administrator, a designated Association staff representative will be admitted to the building for the purpose of assisting in the adjustment of grievances.

J. Loss of Seniority

Seniority shall end upon resignation, 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.

K. Communications, Complaints, and Grievances

Covered employees shall have the right to initiate grievances under the provisions set forth in *Policies and Regulations* which shall be in effect for the term of this Agreement and the following provisions:

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 in the resolving of the grievance.

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

L. Personnel Files

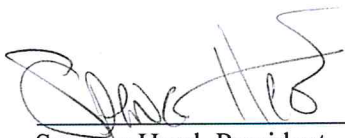
1. The official personnel file shall include, but is not limited to, initial employment records, academic records, placement and assignment records, state certification, evaluation forms, transfer records, disciplinary records, letters of commendation and recommendation, and other employment data.
2. Upon request, a school psychologist will be given a copy of any adverse material

when it is placed in the individual's official personnel file. All materials placed in the individual's official personnel file shall be stamped with the date such material was received in the Department of Human Resources.

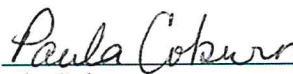
3. School Psychologists may review material compiled in official personnel files except for pre-employment references and reports, provided the Department of Human Resources is notified in advance. At the request of the employee, an Association representative may accompany the employee during the review of his or her official personnel file.
4. No material placed in the school psychologist's official personnel file, including any evaluations of the individual, shall be used to discipline the individual unless a copy is shown to him or her prior to the discipline. At the individual's request, a copy of the material will be provided.
5. If additional files are maintained in the office of the supervisor, school psychologists may review such material provided the person asks for such a review in advance. At the request of the employee, an Association representative may accompany the individual during the review of said file.
6. Working-note files on employees may be maintained by administrators for the purpose of enhancing the performance and relationship between the administrator and the employee.

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

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



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



Paula Coburn,
Chairman, Negotiating Team
Omaha School Psychologist Association
Date:

Appendix
Salary Schedules
2023-2024
2024-2025
2025-2026

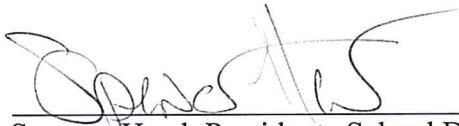
09S	EdS Salary Schedules		
Step	23-24	24-25	25-26
1	\$56,687	\$62,446	\$63,851
2	\$58,171	\$63,964	\$65,403
3	\$59,656	\$65,482	\$66,955
4	\$61,141	\$66,999	\$68,507
5	\$62,625	\$68,517	\$70,058
6	\$64,110	\$70,034	\$71,610
7	\$65,594	\$71,552	\$73,162
8	\$67,079	\$73,070	\$74,714
9	\$68,564	\$74,587	\$76,266
10	\$70,048	\$76,105	\$77,817
11	\$71,533	\$77,623	\$79,369
12	\$73,018	\$79,140	\$80,921
13	\$74,502	\$80,658	\$82,473
14	\$75,987	\$82,176	\$84,025
15	\$77,472	\$83,693	\$85,576
16	\$78,956	\$85,211	\$87,128
17	\$80,441	\$86,729	\$88,680
18	\$81,926	\$88,246	\$90,232
19	\$83,410	\$89,764	\$91,783
20	\$84,895	\$91,281	\$93,335
21	\$86,380	\$92,799	\$94,887
22	\$87,864	\$94,317	\$96,439

09T	EdD Salary Schedules		
Step	23-24	24-25	25-26
1	\$58,846	\$64,654	\$66,108
2	\$60,386	\$66,228	\$67,718
3	\$61,926	\$67,802	\$69,327
4	\$63,465	\$69,376	\$70,937
5	\$65,005	\$70,950	\$72,546
6	\$66,545	\$72,524	\$74,156
7	\$68,085	\$74,098	\$75,765
8	\$69,625	\$75,672	\$77,374
9	\$71,164	\$77,246	\$78,984
10	\$72,704	\$78,820	\$80,593
11	\$74,244	\$80,394	\$82,203
12	\$75,784	\$81,968	\$83,812
13	\$77,324	\$83,542	\$85,422
14	\$78,863	\$85,116	\$87,031
15	\$80,403	\$86,690	\$88,640
16	\$81,943	\$88,264	\$90,250
17	\$83,483	\$89,838	\$91,859
18	\$85,023	\$91,412	\$93,469
19	\$86,562	\$92,986	\$95,078
20	\$88,102	\$94,560	\$96,688
21	\$89,642	\$96,134	\$98,297
22	\$91,182	\$97,708	\$99,906

**SCHOOL PSYCHOLOGIST
NEGOTIATIONS AGREEMENT
Douglas County School District 0001
and
Omaha School Psychologist Association (Association)
Memorandum of Understanding
2023-2024
2024-2025
2025-2026**

Testing Space

The District will provide School Psychologists testing space in each school for the purpose of conducting student evaluations. If the School Psychologist has concerns about the testing space provided at a particular school, they should first address it with the Building Principal or his or her designee and if the matter is not resolved they should bring it to the attention of the Director of Special Education or his or her designee.



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



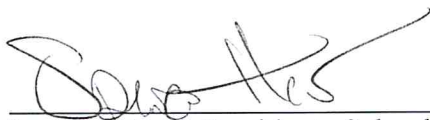
Paula Coburn
Chairman, Negotiating Team
Omaha School Psychologist Association
Date:

**KENNEDY
CONTRACT
VARIANCE
2023-2024
2024-2025
2025-2026**

THIS AGREEMENT is made by and between the Omaha School Psychologist Association (“OSPA” or “Association”) and Douglas County School District No. 0001, a/k/a Omaha Public Schools (“District”).

Under the terms of the Collective Bargaining Agreement, bargaining unit members perform 192 service days a contract year. In order to meet the goals and requirements of the Kennedy Contract Variance, the parties agree as follows:

1. For the contract years, bargaining unit member(s) assigned to Kennedy Elementary will work an additional thirty (30) minutes per contract day for 179 contract days and shall work no additional minutes for 18 of the contract days. To be compensated for this additional time worked, the bargaining unit member shall be paid at a rate of 108.09% of the applicable rate on the salary schedule.
2. The additional service minutes and associated compensation provided herein shall be subject to continued funding from external resources. If the District loses funding for this variance, the terms of this variance shall become null and void at whatever time such funding ceases; provided, however, bargaining unit member(s) will be paid as provided by this agreement for any days worked prior to the loss of funding through the Learning Community.
3. Other than as specifically provided herein, all other provisions of the OPS-OSPA Collective Bargaining Agreement remain unaltered and in full force and effect.



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



Paula Coburn
Chairman, Negotiating Team
Omaha School Psychologist Association
Date:

**SCHOOL PSYCHOLOGIST
NEGOTIATIONS AGREEMENT
Douglas County School District 0001 and
Omaha School Psychologist Association (Association)**

**Memorandum of Understanding re Bilingual
Skills
2023-2024
2024-2025
2025-2026**

The District will meet and collaborate with School Psychologists to identify strategies to incentivize the recruitment and retention of bilingual School Psychologists.



Spencer Head, President, School District No.
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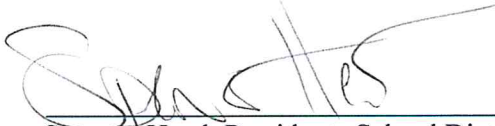


Paula Coburn
Chairman, Negotiating Team
Omaha School Psychologist Association
Date:

**SCHOOL
PSYCHOLOGIST
NEGOTIATIONS
AGREEMENT
Douglas County School
District 0001 and
Omaha School Psychologist Association
(Association)**

**Memorandum of Understanding re BCBA
Certification Grant
2023-2024
2024-2025
2025-2026**

The District will meet and collaborate with School Psychologists to facilitate development of a grant application to help pay for the training and certification fees of School Psychologists who pursue a BCBA certification; provided, however, the School Psychologists are solely responsible for writing the grant application.



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



Paula Coburn
Chairman, Negotiating Team
Omaha School Psychologist Association
Date: