

**O'NEILL PUBLIC SCHOOLS DISTRICT #7**

**O'NEILL, NEBRASKA**



**A 1-Year Contract Agreement**

**Between**

**the**

**O'NEILL PUBLIC SCHOOLS BOARD OF EDUCATION**

**and**

**O'NEILL EDUCATION ASSOCIATION**

Commencing: August 11, 2011

Ending: August 10, 2012

Approved August 30, 2011

## AGREEMENT 2011-2012

This agreement made and entered into by and between **School District #7** and the **O'Neill Public School Education Association**, pursuant to Neb. Rev. Stat. 79-12, 107 to 79-12, 121: shall apply to the certified teaching staff employed by the school district during the term of this agreement. The terms of this contract shall continue in full force and effect until a substitute contract is adopted pursuant to Neb. Rev. Stat. 48-801; relating to collective bargaining agreement under the Nebraska Industrial Relations Act.

**1. CONTRACT RELATIONS CALENDAR: See Exhibit "A"**

**2. BASE SALARY**

The base salary of a beginning teacher with a Bachelor Degree in Education is **\$ 28,950** per year (BA-Step 1) for the **2011-2012** school year.

**3. SALARY SCHEDULE**

The salary schedule shall provide for educational increments of **4.5% horizontally** and experience increments of **4.5% vertically**. The steps shall be numbered 1 through 8 at the BA level and progress through step 16 at the MA+36 level. A copy of said schedule is attached hereto and made a part hereof by this reference. **See Exhibit "D"**.

**4. HEALTH INSURANCE**

The District will provide full family coverage with single dental coverage for the employee. The health insurance will be provided through the Educators Health Alliance Blue Cross Blue Shield Plan, Blue Preferred PPO \$600 Deductible. Family dental coverage will be provided in those cases when both spouses are eligible for insurance coverage under this agreement.

**5. SICK LEAVE**

- a. In the first year of employment, an employee shall be entitled to a total of nine (9) days. In each following year, the employee shall be entitled to nine (9) additional days. Such leave shall be allowed to accumulate to a maximum of thirty-five (35) days. However, an employee will be required to apply for and accept long term disability in lieu of sick leave when their physical condition makes them eligible for long term disability.
- b. Sick leave may be used for personal illness, accident, surgery or other medical procedure of the employee, or a member of the employee's immediate family. Immediate family shall be defined as: the employee's spouse, mother, father, or child. The definition of immediate family may be expanded to include other individuals with superintendent's approval.
- c. Unused sick leave each year may be carried over to the following year. One day may be designated for use as another day of accumulated sick leave, as a day of personal leave, or as a day of professional leave.
- d. Teachers may donate unused sick leave for use by another teacher. Each day of donated sick leave shall result in one (1) day of sick leave available for use by another teacher.

- e. Sick leave will be converted to hours instead of days and will be based on an eight (8) hour day. Sick leave may be used for doctor and dental appointments which cannot be scheduled before or after school hours. The administration may request a written statement from the doctor or dentist.
- f. Up to three (3) days of sick leave may be used for bereavement leave for the following family members: spouse, father, mother, grandfather, grandmother, sister, brother, child, grandchild, spouse of any of these, or someone who bears a similar relationship to the spouse of the employee. Additional days for bereavement and funerals may be approved by the superintendent. Sick leave may be used for non-family funerals.

#### **6. PERSONAL LEAVE**

Each teacher is authorized two (2) days of personal leave per year and will be allowed to accumulate up to three (3) days of unused personal leave. A personal day of leave is personal to the individual and may be used on any contract day with the express consent of the administration. The administration has the right to refuse leave for valid reasons. It is recommended that notice be given at least seven (7) days prior to the day of leave. The Administration has the right to refuse the leave if an excessive number of employees are gone. A staff member whose child participates in any school-sponsored activity will be allowed to attend that activity, first by using personal leave if available, or by paying the total cost for their own substitute if personal leave is not available. Personal leave will be converted to hours instead of days and will be based on an eight (8) hour day.

#### **7. PROFESSIONAL LEAVE**

Each teacher shall be granted one (1) day of professional leave per year. The principals are authorized to grant professional leave for school purposes as well.

#### **8. CHILD REARING LEAVE**

Twenty (20) working days per year of accrued sick leave will be allowed for child rearing leave beginning from the date of birth or adoption. Additional leave may be granted upon written statement of medical necessity by a physician. In cases where the employee does not have 20 days of accrued sick leave, sick leave days from other staff members would be available for child rearing leave.

#### **9. SALARY GUIDE**

Advancement horizontally beyond the BA(BS)+18 level on the salary schedule shall be allowed provided all hours are part of a program of study for a master's degree in an accredited institution of higher education. Advancement may also be allowed beyond the BA(BS)+18 level **without** a program of study if approval is obtained by the superintendent of schools prior to registering for a class. The same principle would apply to movement beyond the MA level.

#### **10. NEW EMPLOYEE SALARY SCHEDULE PLACEMENT**

The Board of Education recognizes and will use the "salary schedule" and related provisions for compensation currently in effect resulting from negotiations between the Board of Education and the local education association in determining salaries to obtain the qualified personnel needed for a specific position. A perspective employee will not be placed above his or her years of experience and related education.

#### **11. EXTRA DUTY SCHEDULE: See Exhibit "B"**

#### **12. GRIEVANCE PROCEDURE**

A grievance shall be defined as a possible violation of any item in the negotiated contract agreement or Board policy or Statute. A grievance shall be processed as outlined in the procedure listed below.

**A. PROCEDURES FOR EMPLOYEES:**

A grievance may be resolved through informal discussion with immediate supervisor. The aggrieved person may have an Association representative with him/her to assist in resolving the problem. If resolution of the grievance cannot be achieved satisfactorily through informal discussion, then the grievance may be processed as outlined in the following steps. Time periods between steps in the following procedure are suggested maximums and, in all cases should be adhered to, if at all possible. When it is not possible to adhere to these time periods, they may be extended by mutual consent. All factors pertain to school days.

**STEP 1.** The employee or the Association shall present the grievance in writing to the employee's supervisor who will arrange for a meeting to take place within four (4) consecutive school days after receiving the grievance. The aggrieved teacher, the Association's representative and supervisor shall be present for the meeting. Each party shall have the right to include in the presentation such witnesses as it deems necessary to develop facts pertinent to the grievance. The supervisor must provide the aggrieved teacher and the Association with a written answer on the grievance within two (2) consecutive school days after the meeting.

**STEP 2.** If the grievance is not resolved at Step 1, then the grievance shall be referred to the Superintendent within four (4) consecutive school days after receiving the Step 1 answer. The Superintendent shall arrange for a meeting with the aggrieved teacher and his/her representative to take place within four (4) consecutive school days after receiving the appeal. Upon conclusion of the meeting, the Superintendent will have two (2) consecutive school days to provide his/her written decision.

**STEP 3.** If the grievance is not resolved at Step 2, the grievance shall be referred to the Board of Education for their consideration within four (4) consecutive school days after receiving the Step 2 answer. The aggrieved teacher and his/her representative shall be placed on the agenda for a hearing with the Board of Education at the forthcoming regular Board meeting or within fourteen (14) consecutive school days. If possible, the Board of Education should render their decision at the time, and their decision shall be reduced to writing. If an immediate decision is not possible, then the Board, acting through their representative, shall within five (5) consecutive school days provide a written decision to the aggrieved party.

**STEP 4.** If the grievance has not been resolved at Step 3, or the time limit expires without the written reply of the Board of Education, then the aggrieved party may ask for arbitration. If a demand for arbitration has not been asked for within five (5) consecutive school days after the Board's decision, then the grievance will be considered withdrawn. An Arbitration Committee shall be selected consisting of one member chosen by the Board of Education, one member chosen by the O'Neill Education Association or grievant, and a third member to be chosen by the other two members. Neither the Board or the Association will be permitted to

assert any grounds or evidence before the Arbitration Committee which was not previously submitted to the other parties in Steps 1, 2, and 3. The decision of the Arbitration Committee shall not be binding upon the School District.

As part of this grievance procedure, it is agreed that any third party costs incurred by arbitration shall be equally shared by the Board of Education and the O'Neill Education Association.

No reprisals of any kind shall be taken against any employee for utilizing this procedure as written.

**B. PROCEDURES FOR BOARD OF EDUCATION:**

The Board of Education shall be able to process a grievance through the procedures as outlined below:

**STEP 1.** A grievance against the O'Neill Education Association, or any teacher or teachers, shall be first presented to the Superintendent and then the Principal, in that order.

**STEP 2.** If the grievance is not resolved in Step 1, than a meeting day between the aggrieved Board of Education and the O'Neill Education Association, the teacher or teachers, shall be determined as outlined in Step 3 under Procedures for Employees, within four (4) consecutive school days.

**STEP 3.** If the grievance has not yet been resolved in any of the foregoing steps, the Board of Education shall have access to arbitration in the same manner as outlined in Step 4 under Procedures for Employees. Costs of a third party in arbitration will be shared equally by the Board and the O'Neill Education Association as outlined in Step 4 under Procedures for Employees.

**13. COMPLAINT PROCEDURE**

The Complaint procedure is available for resolving the problems not covered within the grievance procedure. The procedure may be utilized only after attempting to resolve a disagreement between the parties involved. After such an attempt is made, the following steps shall apply:

The complainant shall present the complaint in writing to the Principal.

The Principal will arrange for a meeting with the party or parties within four (4) consecutive school days and the two parties will strive to resolve the complaint. The Principal will have two (2) consecutive school days to provide the party or parties with a written answer.

The complainant will have four (4) consecutive school days to review the answer and, if not satisfied, may present the written complaint to the Superintendent. The Superintendent will arrange for a meeting with the party or parties within four (4) consecutive school days and the parties will strive to resolve the complaint. The Superintendent will have two (2) consecutive school days to provide the parties with a written answer.

The complainant will have four (4) consecutive school days to review the answer and, if not satisfied, may have the complaint placed on the agenda for the following meeting of the Board of Education. The Board of Education will review the complaint with the

complainant and provide a written answer within five (5) consecutive school days. The decision of the Board of Education shall be final.

No reprisals of any kind shall be taken against any employee for utilizing this procedure as written.

**IN WITNESS THEREOF**, the parties have executed this agreement in duplicate.

**O'NEILL PUBLIC SCHOOL  
EDUCATION ASSOCIATION**

by: William C. Walters  
OEA President

by: Paula Swans  
OEA Welfare Chairman

Date: 8-31-11

**HOLT COUNTY SCHOOL  
DISTRICT NUMBER 7**

by: Marge Ziska  
School Board President

by: Marge Ziska  
School Board Negotiations Chairman

Date: 8-30-2011

**1. Prior to April 15**

Prior to April 15 of each year, the Superintendent of Schools shall prepare and issue written notifications to those teachers whose professional performance has been deemed "needs to show improvement", if they are to continue in the employment of the School District for the ensuing school year. The teacher deemed "to show improvement" shall be given a reasonable amount of time to show improvement using Nebraska Case Law and Neb. Rev. Stat. 79-12, 111 as guidelines.

**2. April 15**

On or before April 15 of each year, the Board of Education shall vote to amend or terminate existing employment contracts with teachers. Teachers will be notified on or before April 15 of such action by the Board. Those contracts not identified to be amended or terminated, continue in effect. It is recommended that the Board of Education take the above action before March 15.

It is recommended that teachers not be requested to sign and return contracts offered by the Board of Education sooner than thirty (30) days after receipt thereof. It is recommended that in any case, the teacher not be required to sign and return contracts earlier than April 15.

Under the term of continuing contract law, teachers not having received notice from the Board of Education that their contracts are to be amended or terminated, must give notice in writing of their intention to continue serving under the existing contract.

**3. June 1**

Prior to June 1, teachers, who for plausible and professionally sound reasons, wish to be excused from performance under a contract may expect to be released therefrom upon written request, supported by causes filed with the Board of Education.

It is presumed that teachers will not, after June 1, expect to be excused from performing under a contract except for reasons considered to be consequential and professionally significant. When motivated by these reasons, the teacher may, in good conscience, negotiate with the Board of Education for release from a contract by mutual agreement.

All extra duty compensation is expressed as a percentage of base salary for the contract year, unless otherwise specified.

**I. Major Activity**

**A. Includes:**

1. Football
2. Basketball
3. Wrestling
4. Volleyball

**B. Compensation:**

1. Head Coach	12.50%	each
2. Assistant Coach	8.50%	each
3. Junior High Assistant	7.50%	each

**II. Primary Activity**

**A. FFA**

1. Head Person	12.50%	each
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**B. Cross Country**

1. Head Coach	11.00%	each
2. Assistant Coach	8.00%	each

**C. Track**

1. Head Coach	11.00%	each
2. Assistant Coach	8.00%	each

**D. Golf**

1. Head Coach	11.00%	each
2. Assistant Coach	8.00%	each

**E. Softball**

1. Head Coach	11.00%	each
2. Assistant Coach	8.00%	each

**F. Yearbook**

1. Head Person	9.50%	each
2. Assistant	7.50%	each

**G. Musical**

1. Head Person	9.50%	each
2. Assistant	4.50%	each

**H. Concessions**

1. Head Person	9.50%	each
2. Assistant	5.75%	each

**I. Cheerleaders**

1. Head Person	9.50%	each
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**J. Pep Band**

1. Head Person	9.50%	each
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**K. FCCLA**

1. Head Person	9.50%	each
2. JH Assistant	5.75%	each

**L. Speech**

1. Head Person	9.50%	each
2. Assistant	4.50%	each

**M. Weight Room**

1. Head Person	8.00%	each
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**N. Soundsational Singers**

1. Head Person	7.50%	each
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**O. One-Act**

1. Head Person	7.50%	each
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**III. Minor Activity**

**A. Includes:**

1. Senior Class
2. Junior Class
3. Sophomore Class
4. OnEagle Paper
5. Vehicle Maintenance
6. Flag Corps
7. Drill Team

**B. Compensation**

1. 4.5% each person

**IV. Supplemental Activity**

**A. Includes:**

1. 9th Grade Class
2. 8th Grade Class
3. 7th Grade Class
4. Honor Society
5. Student Council
6. "O" Club
7. Foreign Language Club
8. Chess Team
9. One Act Assistant
10. Mock Trial
11. Robotics
12. DTL
13. National History Day

**B. Compensation**

1. 2.5% each person

**V. Elementary Activity**

**A. Includes:**

1. 5/6 Grade Saturday Program

**B. Compensation**

1. 3.5% each person

**VI. Student Assistance Team**

**A. K-12 Coordinator**

1. 8.0 % each person

**B. K-6 Chairperson**

1. 8.0% each person

**C. 7-12 Chairperson**

1. 8.0 % each person

**D. Team Members**

1. 6.0% each person

**VII. Work Duty Assignments**

**A. Includes:**

1. Game Supervisors
2. Ticket Sellers
3. Clock and Score Keepers

**B. Compensation**

1. First Assignment for each person - None
2. All subsequent assignments for each person - \$5.00 per assignment

EXHIBIT "C"  
2011-2012

BENEFIT TABLE  
O'NEILL PUBLIC SCHOOLS

Benefit Category	Type	Total Annual Cost	Monthly Premium Paid by School District	Monthly Payment Premium Paid by Employee	
<b>All Full Time Employees are Eligible for:</b>					
Ee Health – Ee Dental	Educator's Health Alliance  BC/BS \$600 Deductible	5,630.16	469.18	0.00	
Ee Health – Ee/Child(ren) Dental		5,856.96	469.18	18.90	
Ee Health – Ee/Spouse Dental		5,923.68	469.18	24.46	
Ee Health – Ee/Family Dental		6,116.16	469.18	40.50	
Ee/Child(ren) Health – Ee Dental	Educator's Health Alliance  BC/BS \$600/\$1,200 Deductible	10,189.08	849.09	0.00	
Ee/Child(ren) Health – Ee/Child(ren) Dental		10,415.88	849.09	18.90	
Ee/Child(ren) Health – Ee/Spouse Dental		10,482.60	849.09	24.46	
Ee/Child(ren) Health – Ee/Family Dental		10,675.08	849.09	40.50	
Ee/Spouse Health – Ee Dental		11,529.72	960.81	0.00	
Ee/Spouse Health – Ee/Child(ren) Dental		11,756.52	960.81	18.90	
Ee/Spouse Health – Ee/Spouse Dental		11,823.24	960.81	24.46	
Ee/Spouse Health – Ee/Family Dental		12,015.72	960.81	40.50	
Ee/Family Health – Ee Dental		15,390.00	1,282.50	0.00	
Ee/Family Health – Ee/Child(ren) Dental		15,616.80	1,282.50	18.90	
Ee/Family Health – Ee/Spouse Dental		15,683.52	1,282.50	24.46	
Ee/Family Health – Ee/Family Dental		15,876.00	1,282.50	40.50	
<b>Both Spouses Employed by District</b>					
Ee/Spouse Health –Ee/Spouse Dental			11,823.24	985.27	0.00
Ee/Family Health – Ee/Family Dental			15,876.00	1,323.00	0.00
Pension Plan		Nebraska Public Employees Retirement System	16.6428%	8.9688%	8.88%
Long Term Disability	Madison Nat'l Life			.53% of gross wages	
Flex Plan	AFLAC – Administered by OPS			Payroll Deduction	
403(b) Plan	Available through 403(b) Consultants LLC			Payroll Deduction	
Life Insurance	Guardian Life			Payroll Deduction	
125 Plan	Insurance Premiums may be paid with pretax dollars			Payroll Deduction	
Payroll Savings Bonds	E or I Series			Payroll Deduction	

EXHIBIT "D"

**2011-2012  
O'Neill Public School Salary Schedule  
Base - \$ 28,950**

	LANE "1" BA	LANE "2" BA + 9	LANE "3" BA + 18	LANE "4" BA + 27	LANE "5" BA + 36	LANE "6" MA	LANE "7" MA + 9	LANE "8" MA + 18	LANE "9" MA + 27	LANE "10" MA + 36
<b>STEP "1"</b>	1.000 \$28,950.00	1.045 \$30,252.75	1.09 \$31,555.50	1.135 \$32,858.25	1.18 \$34,161.00	1.225 \$35,463.75	1.270 \$36,766.50	1.315 \$38,069.25	1.360 \$39,372.00	1.405 \$40,674.75
<b>STEP "2"</b>	1.045 \$30,252.75	1.09 \$31,555.50	1.135 \$32,858.25	1.18 \$34,161.00	1.225 \$35,463.75	1.270 \$36,766.50	1.315 \$38,069.25	1.360 \$39,372.00	1.405 \$40,674.75	1.450 \$41,977.50
<b>STEP "3"</b>	1.09 \$31,555.50	1.135 \$32,858.25	1.18 \$34,161.00	1.225 \$35,463.75	1.270 \$36,766.50	1.315 \$38,069.25	1.360 \$39,372.00	1.405 \$40,674.75	1.450 \$41,977.50	1.495 \$43,280.25
<b>STEP "4"</b>	1.135 \$32,858.25	1.18 \$34,161.00	1.225 \$35,463.75	1.270 \$36,766.50	1.315 \$38,069.25	1.360 \$39,372.00	1.405 \$40,674.75	1.450 \$41,977.50	1.495 \$43,280.25	1.540 \$44,583.00
<b>STEP "5"</b>	1.18 \$34,161.00	1.225 \$35,463.75	1.270 \$36,766.50	1.315 \$38,069.25	1.360 \$39,372.00	1.405 \$40,674.75	1.450 \$41,977.50	1.495 \$43,280.25	1.540 \$44,583.00	1.585 \$45,885.75
<b>STEP "6"</b>	1.225 \$35,463.75	1.270 \$36,766.50	1.315 \$38,069.25	1.360 \$39,372.00	1.405 \$40,674.75	1.450 \$41,977.50	1.495 \$43,280.25	1.540 \$44,583.00	1.585 \$45,885.75	1.630 \$47,188.50
<b>STEP "7"</b>	1.270 \$36,766.50	1.315 \$38,069.25	1.360 \$39,372.00	1.405 \$40,674.75	1.450 \$41,977.50	1.495 \$43,280.25	1.540 \$44,583.00	1.585 \$45,885.75	1.630 \$47,188.50	1.675 \$48,491.25
<b>STEP "8"</b>	1.315 \$38,069.25	1.360 \$39,372.00	1.405 \$40,674.75	1.450 \$41,977.50	1.495 \$43,280.25	1.540 \$44,583.00	1.585 \$45,885.75	1.630 \$47,188.50	1.675 \$48,491.25	1.720 \$49,794.00
<b>STEP "9"</b>	1.405 \$40,674.75	1.450 \$41,977.50	1.495 \$43,280.25	1.540 \$44,583.00	1.585 \$45,885.75	1.630 \$47,188.50	1.675 \$48,491.25	1.720 \$49,794.00	1.765 \$51,096.75	
<b>STEP "10"</b>		1.495 \$43,280.25	1.540 \$44,583.00	1.585 \$45,885.75	1.630 \$47,188.50	1.675 \$48,491.25	1.720 \$49,794.00	1.765 \$51,096.75	1.810 \$52,399.50	
<b>STEP "11"</b>			1.585 \$45,885.75	1.630 \$47,188.50	1.675 \$48,491.25	1.720 \$49,794.00	1.765 \$51,096.75	1.810 \$52,399.50	1.855 \$53,702.25	
<b>STEP "12"</b>				1.675 \$48,491.25	1.720 \$49,794.00	1.765 \$51,096.75	1.810 \$52,399.50	1.855 \$53,702.25	1.900 \$55,005.00	
<b>STEP "13"</b>					1.765 \$51,096.75	1.810 \$52,399.50	1.855 \$53,702.25	1.900 \$55,005.00	1.945 \$56,307.75	
<b>STEP "14"</b>						1.855 \$53,702.25	1.900 \$55,005.00	1.945 \$56,307.75	1.990 \$57,610.50	
<b>STEP "15"</b>							1.945 \$56,307.75	1.990 \$57,610.50	2.035 \$58,913.25	
<b>STEP "16"</b>								2.035 \$58,913.25	2.080 \$60,216.00	