

**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, 2019

Ending: August 10, 2020

Approved: February 18, 2019

## AGREEMENT 2019-2020

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:** O'Neill Public Schools will follow Neb. Rev. Stat. 79-829 and 79-831 and any other applicable state statutes.

2. **BASE SALARY**

The base salary of a beginning teacher with a Bachelor Degree in Education is **\$34,900** per year (BA-Step 1) for the **2019-2020** 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, HSA-Eligible \$3,500 Deductible Dual Choice Plan/PPO \$1,450 deductible non HSA-Eligible plan. Family dental coverage will be provided in those cases when both spouses are eligible for insurance coverage under this agreement. **See Exhibit "C"**.

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 prospective employee will not be placed above his or her years of experience and related education.

**11. EXTRA DUTY SCHEDULE:** Beginning with the 2016-2017 school year the board has approved a longevity schedule for the following activity assignments: football, basketball, wrestling, volleyball, cross country, track, golf, softball, and speech. All coaches/sponsors returning to their activity for the 2016-17 school year with five or more years of experience will be placed in lane 5 and progress from there. Coaches/sponsors returning to their activity for

the 2016-2017 school year with less than five years of experience will be placed at step 4 and remain there until their fifth year of service. New hires for the 2016-17 school year and beyond will be placed in lane 1 unless otherwise agreed to with the superintendent and will progress from their initial placement. Current Junior High coaches will continue to be compensated and frozen at lane 10 (except for cross country, which will start at lane 4. New Junior High coaches for the 2016-17 school year and beyond will be placed in lane 1 unless otherwise agreed to with the superintendent and will progress from there. All other activities will remain on the activity schedule without longevity. **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 nor 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, then 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: Crystal Shoemaker  
OEA President

by: Paula Evans  
OEA Welfare Chairman

Date: 2-27-19

**HOLT COUNTY SCHOOL  
DISTRICT NUMBER 7**

by: Ellen Boshart  
School Board President

by: J. Wolf  
School Board Negotiations Chairman

Date: 2-18-2019

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

Years of Experience	1	2	3	4	5	6	7	8	9	10	11
<b>FB, BB, WR, VB</b>											
Head	11	11.5	12	12.5	13	13.5	14	14.5	15	15.5	16.0
Assistant	7	7.5	8	8.5	9	9.5	10	10.5	11	11.5	12.0
Jr High	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8.0
<b>Cross Country</b>											
Head	9.5	10	10.5	11	11.5	12	12.5	13	13.5	14	14.5
Assistant	6.5	7	7.5	8	8.5	9	9.5	10	10.5	11	11.5
Jr High	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8.0
<b>Track</b>											
Head	9.5	10	10.5	11	11.5	12	12.5	13	13.5	14	14.5
Assistant	6.5	7	7.5	8	8.5	9	9.5	10	10.5	11	11.5
Jr High	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8.0
<b>Golf - Softball</b>											
Head	9.5	10	10.5	11	11.5	12	12.5	13	13.5	14	14.5
Assistant	6.5	7	7.5	8	8.5	9	9.5	10	10.5	11	11.5
<b>Speech</b>											
Head	8	8.5	9	9.5	10	10.5	11	11.5	12	12.5	13.0
Assistant	5	5.5	6	6.5	7	7.5	8	8.5	9	9.5	10.0

**I. Primary Activity**

**A. FFA**

1. Head Person 12.50% each

**B. Yearbook**

1. Head Person 9.50% each

2. Assistant 7.50% each

**C. Musical**

1. Head Person 9.50% each

2. Assistant 4.50% each

**D. Concessions**

1. Head Person 10.50% each

2. Assistant 6.75% each

**E. Cheerleaders**

1. Head Person 9.50% each

**F. Pep Band**

1. Head Person 9.50% each

**G. FCCLA**

1. Head Person 9.50% each

2. JH Assistant 5.75% each

**H. Eagles Broadcasting**

1. Head Person 9.50% each

**I. Soundsational Singers**

1. Head Person 7.50% each

**J. One-Act**

1. Head Person 7.50% each

2. Assistant 2.50% each

**K. Robotics**

- |                |       |      |
|----------------|-------|------|
| 1. Head Person | 5.00% | each |
| 2. Assistant   | 2.50% | each |

**II. 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

**III. 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. Mock Trial
10. DtL
11. National History Day
12. Fine Arts Sponsor

**B. Compensation**

1. 2.5% each person

**IV. Elementary Activity**

**A. Includes:**

1. 5/6 Grade Saturday Program

**B. Compensation**

1. 3.5% each person

**V. 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

**VI. Distance Learning Assignment**

**A. Includes:**

1. Any teacher assigned a Distance Learning Class

**B. Compensation**

1. 2.5% each person



Benefit Category  All Full Time Employees are Eligible for:	Type	Total Annual Cost	Monthly Premium Paid by School District	Monthly Payment Premium Paid by Employee
Pension Plan	Nebraska Public Employees Retirement System	19.6578%	9.8778%	9.78%
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		

**2019-2020  
O'Neill Public School Salary Schedule  
Base - \$ 34,900**

	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 \$34,900.00	1.045 \$36,470.50	1.09 \$38,041.00	1.135 \$39,611.50	1.18 \$41,182.00	1.225 \$42,752.50	1.270 \$44,323.00	1.315 \$45,893.50	1.360 \$47,464.00	1.405 \$49,034.50
<b>STEP "2"</b>	1.045 \$36,470.50	1.09 \$38,041.00	1.135 \$39,611.50	1.18 \$41,182.00	1.225 \$42,752.50	1.270 \$44,323.00	1.315 \$45,893.50	1.360 \$47,464.00	1.405 \$49,034.50	1.450 \$50,605.00
<b>STEP "3"</b>	1.09 \$38,041.00	1.135 \$39,611.50	1.18 \$41,182.00	1.225 \$42,752.50	1.270 \$44,323.00	1.315 \$45,893.50	1.360 \$47,464.00	1.405 \$49,034.50	1.450 \$50,605.00	1.495 \$52,175.50
<b>STEP "4"</b>	1.135 \$39,611.50	1.18 \$41,182.00	1.225 \$42,752.50	1.270 \$44,323.00	1.315 \$45,893.50	1.360 \$47,464.00	1.405 \$49,034.50	1.450 \$50,605.00	1.495 \$52,175.50	1.540 \$53,746.00
<b>STEP "5"</b>	1.18 \$41,182.00	1.225 \$42,752.50	1.270 \$44,323.00	1.315 \$45,893.50	1.360 \$47,464.00	1.405 \$49,034.50	1.450 \$50,605.00	1.495 \$52,175.50	1.540 \$53,746.00	1.585 \$55,316.50
<b>STEP "6"</b>	1.225 \$42,752.50	1.270 \$44,323.00	1.315 \$45,893.50	1.360 \$47,464.00	1.405 \$49,034.50	1.450 \$50,605.00	1.495 \$52,175.50	1.540 \$53,746.00	1.585 \$55,316.50	1.630 \$56,887.00
<b>STEP "7"</b>	1.270 \$44,323.00	1.315 \$45,893.50	1.360 \$47,464.00	1.405 \$49,034.50	1.450 \$50,605.00	1.495 \$52,175.50	1.540 \$53,746.00	1.585 \$55,316.50	1.630 \$56,887.00	1.675 \$58,457.50
<b>STEP "8"</b>	1.315 \$45,893.50	1.360 \$47,464.00	1.405 \$49,034.50	1.450 \$50,605.00	1.495 \$52,175.50	1.540 \$53,746.00	1.585 \$55,316.50	1.630 \$56,887.00	1.675 \$58,457.50	1.720 \$60,028.00
<b>STEP "9"</b>		1.405 \$49,034.50	1.450 \$50,605.00	1.495 \$52,175.50	1.540 \$53,746.00	1.585 \$55,316.50	1.630 \$56,887.00	1.675 \$58,457.50	1.720 \$60,028.00	1.765 \$61,598.50
<b>STEP "10"</b>			1.495 \$52,175.50	1.540 \$53,746.00	1.585 \$55,316.50	1.630 \$56,887.00	1.675 \$58,457.50	1.720 \$60,028.00	1.765 \$61,598.50	1.810 \$63,169.00
<b>STEP "11"</b>				1.585 \$55,316.50	1.630 \$56,887.00	1.675 \$58,457.50	1.720 \$60,028.00	1.765 \$61,598.50	1.810 \$63,169.00	1.855 \$64,739.50
<b>STEP "12"</b>					1.675 \$58,457.50	1.720 \$60,028.00	1.765 \$61,598.50	1.810 \$63,169.00	1.855 \$64,739.50	1.900 \$66,310.00
<b>STEP "13"</b>						1.765 \$61,598.50	1.810 \$63,169.00	1.855 \$64,739.50	1.900 \$66,310.00	1.945 \$67,880.50
<b>STEP "14"</b>							1.855 \$64,739.50	1.900 \$66,310.00	1.945 \$67,880.50	1.990 \$69,451.00
<b>STEP "15"</b>								1.945 \$67,880.50	1.990 \$69,451.00	2.035 \$71,021.50
<b>STEP "16"</b>									2.035 \$71,021.50	2.080 \$72,592.00

## ADDENDUM TO NEGOTIATED AGREEMENT

This Addendum to Negotiated Agreement is entered into by and between the Board of Education of School District No. 7 of Holt County, Nebraska, a/k/a O'Neill Public Schools, a political subdivision of the State of Nebraska, and the O'Neill Education Association.

WHEREAS, the parties entered into a Negotiated Agreement setting forth certain terms and conditions of employment for the 2019-2020 contract year, and

WHEREAS, said Negotiated Agreement provides for the provision and use of paid sick leave under the terms and conditions set forth therein and/or Board policy, and

WHEREAS, as the result of the introduction of the COVID-19 virus into the Nebraska population and the interest of the parties to minimize its transmission, protect students and the public and encourage school employees to stay home if ill, the parties agree as follows:

1. Effective immediately, employees experiencing symptoms of a virus infection are strongly encouraged to stay home and seek medical attention as appropriate.
2. Employees experiencing symptoms of a virus infection or who are otherwise unable to attend to their duties for any health related reason must first use sick leave provided by the Negotiated Agreement, including unspecified or PTO leave intended to be used for illness; if an employee has no accumulated paid sick leave or has insufficient accumulated paid sick leave to cover the absence, the employee shall be granted paid medical leave until such time as it is determined that they are able to resume their duties without exposing others to the introduction or spread of any contagious or infectious disease or condition.
3. Employees who take leave pursuant to this agreement and who also qualify for FMLA leave are subject to the requirements of the school district's FMLA policy and federal law.
4. Staff who desire to take the medical leave provided under this agreement must comply with all of the district's procedural requirements to request and be granted leave.
5. It remains an act of unprofessional conduct, insubordination, neglect of duty and a breach of contract to knowingly misuse any paid leave, including the medical leave provided pursuant to paragraphs 1 and 2 of this agreement. Employees who do so will be subject to

disciplinary action up to and including the non-renewal, termination and/or cancellation of their employment contracts.

6. The terms of this Addendum shall remain in effect until the sooner of: (a) the conclusion of the 2019-2020 contract year; or (b) the school district receives notification from the Nebraska Commissioner of Education COVID-19 transmission no longer poses a public health risk to the school district's population.

Dated this 17 day of March, 2020.

O'Neill  
Education Association

School District No. 7  
of Holt County,  
Nebraska, a/k/a O'Neill Public Schools

By: Crystal Shoemaker  
President

By: Ellen Basbort  
President, Board of Education

