

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, 2023

Ending: August 10, 2024

Approved: February 13, 2023

AGREEMENT 2023-2024

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's degree in education is **\$38,000** per year (BA-Step 1) for the **2023-2024** school year. **See 10. NEW EMPLOYEE SALARY SCHEDULE PLACEMENT**

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 \$3,800 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. PAID TIME OFF (PTO)

The annual sick leave program has transitioned to a PTO program. At the beginning of the 2023-2024 school year, the accrued sick leave balance will reflect the balance recorded at the conclusion of the 2022-2023 school year. The accrued sick leave balance has a fifty-five (55) day limitation.

a. Beginning with the 2023-2024 school year on a one year trial basis, full-time (part-time employees leave will be pro-rated based on their FTE) certified personnel of the O'Neill Public School will be granted ten (10) days each year of Paid Time Off (PTO) leave to be used at their discretion. PTO cannot be used on Parent/Teacher Conference days unless deemed an emergency or necessary and approved by the administration. PTO leave requests will be subject to administrative approval based on: (1) availability of substitutes; (2) adequate notice to the administration when possible; (3) number of staff that have already been approved for PTO leave on that day/time period. PTO may be used for illness, discretionary or prearranged absences.

b. At the end of each contracted year, unused PTO leave becomes sick leave and will be added to the employee's personal sick leave bank.

c. Sick leave can accumulate up to fifty-five (55) days which can be used for medical or family medical emergencies. No more that fifty-five (55) days can be accumulated. Immediate family shall be defined as: the employee's spouse, mother, father, child or

grandchild. The definition of immediate family may be expanded to include other individuals with the superintendent's approval.

- d. When a certified employee has used eight (8) current PTO days, they may access their accumulated personal sick bank for sick leave only.
- e. 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. Teachers may only ask for sick leave donation if ALL available leave has been exhausted.
- f. 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.
- g. 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.
- h. Upon separation from the school district (i.e., retirement or resignation), certified staff will be paid \$100 for each remaining PTO day from that year.
- i. In the first year of this agreement (2023-2024), any sick or personal leave from the previous year that the employee has banked, will be added to the employee's personal sick leave bank.

6. 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.

7. 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.

8. 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.

9. 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. Beginning with the

2022-2023 school year, new teachers with 2 or less previous years of experience will start at step 3 on the salary schedule and remain there until 3 years of teaching experience has accumulated, and at that time the teacher will move forward vertically the same as all other teachers on the salary schedule. Horizontal movement will be granted during this time as hours are earned.

10. 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"**

11. 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.

12. 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: 
OEA President

by: 
OEA Welfare Chairman

Date: 2.14.23

**HOLT COUNTY SCHOOL
DISTRICT NUMBER 7**

by: 
School Board President

by: 
School Board Negotiations Chairman

Date: 02-13-2023

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
FB, BB, WR, VB											
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
Cross Country - Track											
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
Golf - Softball											
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
Speech											
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
- 2. Assistant 5.75% 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 12.50% 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	Type	Total Annual Cost	Monthly Premium Paid by School District	Monthly Payment Premium Paid by Employee
All Full Time Employees are Eligible for:				
Pension Plan	Nebraska Public Employees Retirement System	19.6578%	9.8778%	9.78%
Long Term Disability	National Insurance Services	.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	National Insurance Services	Payroll Deduction		
125 Plan	Insurance Premiums may be paid with pretax dollars	Payroll Deduction		
VSP – Vision Insurance	AFLAC	Payroll Deduction		

2023-2024
O'Neill Public School Salary Schedule
Base - \$ 38,000

	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
STEP "1"	1.000 \$38,000.00	1.045 \$39,710.00	1.09 \$41,420.00	1.135 \$43,130.00	1.18 \$44,840.00	1.225 \$46,550.00	1.270 \$48,260.00	1.315 \$49,970.00	1.360 \$51,680.00	1.405 \$53,390.00
STEP "2"	1.045 \$39,710.00	1.09 \$41,420.00	1.135 \$43,130.00	1.18 \$44,840.00	1.225 \$46,550.00	1.270 \$48,260.00	1.315 \$49,970.00	1.360 \$51,680.00	1.405 \$53,390.00	1.450 \$55,100.00
STEP "3"	1.09 \$41,420.00	1.135 \$43,130.00	1.18 \$44,840.00	1.225 \$46,550.00	1.270 \$48,260.00	1.315 \$49,970.00	1.360 \$51,680.00	1.405 \$53,390.00	1.450 \$55,100.00	1.495 \$56,810.00
STEP "4"	1.135 \$43,130.00	1.18 \$44,840.00	1.225 \$46,550.00	1.270 \$48,260.00	1.315 \$49,970.00	1.360 \$51,680.00	1.405 \$53,390.00	1.450 \$55,100.00	1.495 \$56,810.00	1.540 \$58,520.00
STEP "5"	1.18 \$44,840.00	1.225 \$46,550.00	1.270 \$48,260.00	1.315 \$49,970.00	1.360 \$51,680.00	1.405 \$53,390.00	1.450 \$55,100.00	1.495 \$56,810.00	1.540 \$58,520.00	1.585 \$60,230.00
STEP "6"	1.225 \$46,550.00	1.270 \$48,260.00	1.315 \$49,970.00	1.360 \$51,680.00	1.405 \$53,390.00	1.450 \$55,100.00	1.495 \$56,810.00	1.540 \$58,520.00	1.585 \$60,230.00	1.630 \$61,940.00
STEP "7"	1.270 \$48,260.00	1.315 \$49,970.00	1.360 \$51,680.00	1.405 \$53,390.00	1.450 \$55,100.00	1.495 \$56,810.00	1.540 \$58,520.00	1.585 \$60,230.00	1.630 \$61,940.00	1.675 \$63,650.00
STEP "8"	1.315 \$49,970.00	1.360 \$51,680.00	1.405 \$53,390.00	1.450 \$55,100.00	1.495 \$56,810.00	1.540 \$58,520.00	1.585 \$60,230.00	1.630 \$61,940.00	1.675 \$63,650.00	1.720 \$65,360.00
STEP "9"		1.405 \$53,390.00	1.450 \$55,100.00	1.495 \$56,810.00	1.540 \$58,520.00	1.585 \$60,230.00	1.630 \$61,940.00	1.675 \$63,650.00	1.720 \$65,360.00	1.765 \$67,070.00
		STEP "10"	1.495 \$56,810.00	1.540 \$58,520.00	1.585 \$60,230.00	1.630 \$61,940.00	1.675 \$63,650.00	1.720 \$65,360.00	1.765 \$67,070.00	1.810 \$68,780.00
			STEP "11"	1.585 \$60,230.00	1.630 \$61,940.00	1.675 \$63,650.00	1.720 \$65,360.00	1.765 \$67,070.00	1.810 \$68,780.00	1.855 \$70,490.00
				STEP "12"	1.675 \$63,650.00	1.720 \$65,360.00	1.765 \$67,070.00	1.810 \$68,780.00	1.855 \$70,490.00	1.900 \$72,200.00
					STEP "13"	1.765 \$67,070.00	1.810 \$68,780.00	1.855 \$70,490.00	1.900 \$72,200.00	1.945 \$73,910.00
						STEP "14"	1.855 \$70,490.00	1.900 \$72,200.00	1.945 \$73,910.00	1.990 \$75,620.00
							STEP "15"	1.945 \$73,910.00	1.990 \$75,620.00	2.035 \$77,330.00
								STEP "16"	2.035 \$77,330.00	2.080 \$79,040.00

