

## MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This Agreement is made by and between School District No. 28-0001 of Douglas County, Nebraska, a/k/a Omaha Public Schools (“School District”), and the Omaha Education Association (“Association”).

WHEREAS, the School District and Association are parties to proceedings pending before the Nebraska Commission of Industrial Relations (“CIR”) at Case No. 1420 and the District Court of Douglas County at Case No. CI16-4228; and

WHEREAS, the School District and the Association have settled the issues presented by said litigation under the terms set forth herein.

NOW, THEREFORE, the parties agree as set forth below.

1. Parties shall jointly stipulate and move the CIR for an order continuing the proceedings before it and shall take no further action in the proceedings pending before the District Court pending satisfaction of all terms of this Agreement.

2. The Negotiated Agreement for the 2015-2016 through 2017-2018 contract years is amended to include the following terms:

“Certificated Employee” is defined by Neb. Rev. Stat. § 79-824 (Reissue 2014).

“Temporary Certificated Employee” means a certificated employee who has been hired for a temporary employment period after the beginning of the school year to fill a vacancy created by the death, resignation or cancellation of another certificated employee. A temporary employment period shall not extend beyond the school year.

“Substitute Certificated Employee” shall mean a certificated employee hired to fulfill the duties of another certificated employee who is on an approved leave.

Substitute Certificated Employees are outside the bargaining unit.

Certificated Employees and Temporary Certificated Employees fulfilling duties of the positions identified in Certification Order #1305 entered by the Commission of Industrial Relations are members of the bargaining unit and shall be compensated by the terms of the Negotiated Agreement.

Temporary Certificated Employees that are employed for at least 30-contract days in the same position on a .5 FTE or more workweek basis shall be compensated as provided herein upon satisfaction of one or more of the following criteria:

- A. If employment begins before October 1 and ends on the last student contact day of the first semester, the employee shall receive salary schedule wages effective as of their first day of employment but shall not receive insurance or other bargained benefits.
- B. If employment begins first semester and continues as of the first student contact day of the second semester, the employee shall receive salary schedule wages effective their first day of employment and health insurance effective January 1. Other bargained benefits shall be prorated effective January 1.
- C. If employment begins on or after the first student contact day of the second semester but before February 15, the employee shall receive salary schedule wages and prorated bargained benefits effective their first day of employment and health insurance effective the first day of the month following 30 days of employment.

3. The employees identified on Exhibit "A" attached hereto are entitled to back pay the 2015-2016 contract year in accordance with the Negotiated Agreement as amended herein. The parties shall work collaboratively in determining the appropriate back pay amounts and in communicating with said employees regarding their back pay award.

4. Upon satisfaction of this Agreement and payment of back pay to the employees identified on Exhibit "A" in the mutually agreed upon amount, the Association shall cause the proceedings pending before the CIR and District Court to be dismissed.

Dated: November 7, 2016.

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Bridget Donovan  
Bridget Donovan  
President, Omaha Education Association

Lou Ann Goding  
Lou Ann Goding  
President, Omaha Board of Education

Matthew Ray  
Matthew Ray  
Secretary, Omaha Board of Education

## Exhibit "A"

**For confidentiality purposes, the list of names appearing in Exhibit "A" are not included in this posted version of the settlement.**