

# Negotiated Agreement Between the Para-Educator Bargaining Unit of the Arlington Education Support Professionals and the Arlington Public Schools for the 2011-2012

This agreement is made and entered into this 11<sup>th</sup> day of April 2011, by and between the Board of Education of the Washington County School District 89-0024, a/k/a Arlington Public School District and the Para-Educator Unit of the Arlington Education Support Professionals Association.

## **Article I Recognition**

The Board recognizes the Association as the sole and exclusive collective bargaining representative for all paraprofessionals employed by the District, as ordered by the Commission of Industrial Relations on August 22, 2002. "ESP" shall mean Education Support Professionals in general and in this document specifically to para-educators employed by the Arlington Public Schools.

## **Article II Payroll Deduction and Use of School Property**

A. Payroll Deduction of Dues: The Board agrees to deduct from the salaries of ESPs, dues for the Nebraska State Education Association and the National Education Association as the ESPs individually and voluntarily authorize the Board to deduct. The Board further agrees to remit promptly such monies to the treasurer of the Association. This authorization shall be ongoing until written notification from the Association to the contrary is received by the District.

B. Current Employee Placement: The actual placement for each individual member of each ESP for the 2011-12 fiscal year is set forth on Appendix "B" attached hereto. Future advancement on the hourly rate step schedule Appendix "A" of ESPs employed as of the date of this Agreement shall be based upon each individual ESP's placement set forth on Appendix "B."

C. Association Use of District Property: Representatives of the Association and its affiliates shall be allowed to conduct Association business on school property during school hours, providing such business does not cause undue interruption of the school program. They will be allowed the use of school buildings for meetings, provided that such use does not result in unscheduled maintenance costs, in which case an appropriate fee for that use shall be negotiated between the parties to this Agreement.

### **Article III Compensation**

#### Salary Schedule, Initial Placement and Advancement:

A. Hourly Rate Step Schedule: The salary of each ESP covered by this agreement shall be determined by the hourly rate step schedule attached as Appendix A.

B. Progression on Hourly Rate Step Schedule: ESPs will be allowed to progress on the hourly rate step schedule for each year of "successful employment." "Successful employment" shall be determined by an overall performance rating of "satisfactory" or higher on evaluations by the Administration.

C. Initial Placement of New Employees: The initial placement on the hourly rate step schedule of ESPs employed after the date of this Agreement shall be determined by the Board of Education based upon the following:

- (1) Level of educational attainment;
- (2) Special qualifications by reason of prior work experience or training for the specific para-educator position assigned by the Administration;
- (3) Current job market for para-educators with qualifications for position assigned by the Administration; and,
- (4) For current employees assuming a para-educator position, the prior employee's pay history, provided that in no event shall such employee's hourly rate be less than the hourly rate paid in the employee's previous position.

**Article IV**  
**Grievance Procedure**

A. Definition of Grievance: This grievance procedure shall apply only to employee grievances relating to the terms and conditions of employment under and covered by this negotiated agreement.

B. Grievance Process: The Board and the Association both agree that it is usually most desirable for an employee and the immediate supervisor to resolve problems through free and informal communications. When requested by the ESP member, a representative of the Association may assist in this resolution at all levels. However, when the grievance remains unresolved, the following process shall be followed:

1. The employee shall present the grievance in writing to their immediate supervisor. The immediate supervisor shall review the grievance with the employee within three (3) business days.

2. If not resolved, the employee may appeal the decision to the Superintendent. The Superintendent shall arrange for a meeting with the employee within five (5) business days of receipt of the complaint. The Superintendent shall have four (4) days from the date of the meeting to provide a written decision to the employee.

3. If the grievance/complaint is not resolved at step 2, the employee may appeal the complaint in writing to the Board President. The Board President shall schedule a hearing on the grievance before the Board of Education no later than thirty (30) days from the request. The Board will have five (5) days from the date of the hearing to notify, in writing, the grievant and the Association of the Board's decision.

**Article V**  
**Conditions of Employment**

A. Breaks: ESPs will be provided a thirty (30) minute lunch break and a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.

B. Pay Schedule: Pay will be given to ESPs on a monthly basis on the date established by the Board.

C. Leaves

1. Sick Leave: ESPs will be given six (6) paid sick leave days per year that will accumulate to a maximum of thirty-five (35) days. If at the end of the school year an employee has accumulated more than thirty (30) sick leave days, the School District shall buy-back all accumulated sick leave days in excess of thirty (30) days at the rate of twenty-five dollars (\$25.00) per day.

2. Personal Leave: Two (2) paid personal leave days will be given to each ESP per year. Personal leave days will be accumulative to four (4) days, with the option to trade a personal day for a snow day if the snow days **is not being made up**.

3. Unpaid Personal Business Leave: Employees may be excused from the building for periods not to exceed thirty (30) minutes at the approval of their immediate supervisor or Superintendent for matters of personal business, which cannot be completed after regular school hours, such excused leave to be unpaid.

D. Assignment and Transfer: Each employee shall be assigned to a specific position at the direction of the Superintendent of Schools and may be transferred to any other position as the Superintendent may direct. All para-educators shall be notified **in writing on or before July 15<sup>th</sup> if their reemployment is being discontinued. If this notification is by United States mail service it shall be postmarked on or before July 15<sup>th</sup>.**

E. Activity Passes: All employees will be given a Capital Conference activity pass upon request from the high school office. Regulations governing conference pass usage is determined by the Conference Board of Directors and will be conveyed to employees by building principals.

**Article VI  
Miscellaneous Provisions**

A. Copies of Agreement and Employee Handbook: The Board shall provide the Association and all ESP employees covered by this agreement with copies of this agreement. Employee handbooks will be provided in the regular course of business, which shall include the qualifications for each position and conditions of employment.

B. Individual Contract to be Consistent With Agreement: Any individual contract between the Board and an individual ESP covered under this agreement shall be subject to and consistent with the terms and conditions of this Agreement. This agreement shall be controlling if an individual contract contains any language inconsistent with this Agreement.

**Arlington Education Support Professionals  
Association Para-Educator Unit**

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**AESP President**

**Date :** \_\_\_\_\_

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**AESP Chief Negotiator**

**Date :** \_\_\_\_\_

**Washington County School District 89-0024,  
a/k/a Arlington Public School district**

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**President, Board of Education**

**Date :** \_\_\_\_\_

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**Secretary, Board of Education**

**Date :** \_\_\_\_\_

**APPENDIX “A”  
Arlington Public Schools Para-Educator Pay Scale**

Negotiated agreement between the para-educator bargaining unit of the Arlington Education Support Professionals and the Arlington Public Schools for the 2011-2012 fiscal years.

<b>Steps</b>	<b>Base</b>	<b>30 Hrs*<sup>1</sup></b>	<b>45 Hrs* (9 Education Credit Hours)</b>	<b>60 Hrs* (15 Education Credit Hours)</b>
<b>0<sup>2</sup></b>	<b>8.25</b>	<b>8.75</b>	<b>9.25</b>	<b>9.75</b>
<b>1</b>	<b>8.50</b>	<b>9.00</b>	<b>9.50</b>	<b>10.00</b>
<b>2</b>	<b>8.75</b>	<b>9.25</b>	<b>9.75</b>	<b>10.25</b>
<b>3</b>	<b>9.00</b>	<b>9.50</b>	<b>10.00</b>	<b>10.50</b>
<b>4</b>	<b>9.25</b>	<b>9.75</b>	<b>10.25</b>	<b>10.75</b>
<b>5</b>	<b>9.75</b>	<b>10.25</b>	<b>10.75</b>	<b>11.25</b>
<b>6</b>	<b>10.00</b>	<b>10.50</b>	<b>11.00</b>	<b>11.50</b>
<b>7</b>	<b>10.25</b>	<b>10.75</b>	<b>11.25</b>	<b>11.75</b>
<b>8</b>	<b>10.50</b>	<b>11.00</b>	<b>11.50</b>	<b>12.00</b>
<b>9</b>	<b>10.75</b>	<b>11.25</b>	<b>11.75</b>	<b>12.25</b>
<b>10</b>	<b>11.00</b>	<b>11.50</b>	<b>12.00</b>	<b>12.50</b>
<b>11</b>	<b>11.25</b>	<b>11.75</b>	<b>12.25</b>	<b>12.75</b>
<b>12</b>	<b>11.50</b>	<b>12.00</b>	<b>12.50</b>	<b>13.00</b>
<b>13</b>	<b>11.75</b>	<b>12.25</b>	<b>12.75</b>	<b>13.25</b>
<b>14</b>	<b>12.00</b>	<b>12.50</b>	<b>13.00</b>	<b>13.50</b>
<b>15</b>	<b>12.25</b>	<b>12.75</b>	<b>13.25</b>	<b>13.75</b>

**Criteria for Initial Placement**    **A. College/Associates Degree Hours.**  
   **B. Verified Years of Experience as Para-Educator or  
 Teacher (Unlimited).**

**Criteria for Advancement on Pay Scale:**    **A. Successive Years Experience.**  
   **B. “Satisfactory” Overall Performance Rating on Evaluations.**

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**Differential pay for para-professional staff providing consistent personal care including but not limited to feeding; diaper changing; suctioning, etc. will be \$1.00.**

<sup>1</sup>\*College Credit

<sup>2</sup>Substitutes paid at step “0.”

APPENDIX B 2011-2012  
PAY SCALE PLACEMENT

Negotiated agreement between the para-educator bargaining unit of the Arlington Education Support Professionals and the Arlington Public Schools for the 2011-2012 fiscal years.

<u>Employee</u>	<u>Step 2011-2012</u>	<u>Hourly Wage</u>
Mary Cherry	B9+60 hrs.	\$12.25
Jeanette Donnelly	B8+60 hrs.	\$12.00
Dixie Everitt	B7+45 hrs.	\$11.25
Leslie Farber	B6+45 hrs.	\$11.00
Merrit Gilmore	B8+60 hrs.	\$12.00
Marcia Kaup	B10+60 hrs.	\$12.50
Irene Kenkel	B12	\$11.50
Kellie Kenkel	B6+45 hrs.	\$11.00
Cher Krause	B3+30 hrs.	\$9.50
Annie Krueger	B7+60 hrs.	\$11.75
Chelsea Lambert	B4+30 hrs.	\$9.75
Vicki Lindley	B13+45 hrs.	\$12.75