

**North Platte Public Schools – North Platte Education Association - Para-Educators
2011-2013 Negotiated Agreement**

THIS AGREEMENT IS MADE AND ENTERED INTO effective March 1, 2012, by and between the Board of Education of the Lincoln County School District 56-0001 a/k/a North Platte Public School District_(hereinafter referred to as the "Board" or "District" or "School District" as the context may require) and the North Platte Education Association – Para-Educators (hereinafter referred to as the "Association").

A. Recognition: The Board recognizes the Association as the exclusive and sole collective bargaining representative for all Para Educators (Classroom, Health, Office, Title I, Tech, Preschool, SPED, One-on-One Behavioral Disorder, English Language Learners, Early Childhood, Kids Klub Coordinator, Kids Klub staff, Accompanist, and Bus Drivers) employed by the District.

B. Payroll Deduction of Dues: The Board agrees to deduct from the salaries of the Para-Educators dues for the Association as well as for the Nebraska State Education Association and the National Education Association or any one of a combination of such organizations as said Para-Educators individually and voluntarily authorize the Board to deduct. The Board further agrees to remit promptly such monies to the treasurer of the Association. The Board agrees to deduct from the final paycheck of each Para-Educator whatever amount is necessary to complete the annual obligation to the Association. This authorization shall be ongoing until the District to the contrary receives written notification from the Association.

C. Association Use of District Property: The Para-Educators shall be allowed the use of the school buildings for meetings, providing that such use does not result in unscheduled maintenance costs, in which case an appropriate fee for that use will be negotiated between the parties to this Agreement. The Association shall be allowed the use of school equipment including computers, printers, copy machines, audio-visual equipment, and standard office equipment subject to School District policies governing the use of such equipment and systems, provided that the Board may assess the Association a reasonable fee for expendable supplies consumed during such use. The Association shall be allowed to make reasonable use of the school's communication system, including Para-Educator's school mailboxes/mail system, intercom, school bulletins, email, etc subject to School District policies governing the use of such equipment and systems. Such use shall not cause unnecessary interruption of the education program of the school.

D. Compensation:

1. Para-Educator Hourly Rate Pay Scale: Para-Educators are non-exempt hourly "at-will" employees and shall be compensated on the basis of the Para-Educator Hourly Rate Pay Scale set forth on Appendix "J" in the Classified Employee Handbook and incorporated herein by this reference.

a. A 4% increase in the Para-Educator Hourly Rate Pay Scale will be granted on the effective date of the agreement. Para-Educators who were employed before the 2011-2012

school year shall receive a one level movement on the Para Educator Hourly Rate Pay Scale. Staff who were hired during the 2011-2012 school year shall remain at their current level. This shall be effective from March 1, 2012 through the 2012-2013 school year. No level movement will occur for the 2012-2013 school year for Para-Educators.

2. Initial Placement on the Para-Educator Hourly Rate Pay Scale: Initial placement on the Para-Educator Hourly Rate Pay Scale shall be determined as follows:

a. Prior Experience as Teacher or Para-Educator: For each year of full-time experience as a Para-Educator or certificated teacher documented and accepted by the District a newly hired Para-Educator shall be credited with one level/step on the above the Entry Level Stage on the Para-Educator Hourly Rate Pay Scale. Part-time experience will be equivalent to ½ credit of full time experience. There will be a maximum of 10 years credit of full time experience.

b. Educational Attainment: A newly hired Para-Educator or a currently employed Para-Education attaining additional education shall be credited levels/step on Para-Educator Hourly Rate Pay Scale as follows:

(1) An Associate's degree or 60 hours of college credit will be granted a one-time advancement of two levels/steps for their educational attainment on the Para-Educator Hourly Rate Pay Scale.

(2) A Bachelor's degree will be granted a one-time advancement of four levels/steps for their educational attainment on the Para-Educator Hourly Rate Pay Scale.

c. Category of Assignment: The Para-Educator Hourly Rate Pay Scale shall differentiate between categories of assignments, providing hourly rate compensation levels in Category 1 for Para-Educators in all areas unless specifically stated in Categories 2 and 3, in Category 2 for a Health Para-Educator and a One-on-One Intensive Para-Educator, and in Category 3 for an ELL Para-Educator.

3. Payment of Compensation: Each Para-Educator shall be paid for each month for which services are performed unless the Para-Educator elects in writing by September 1 annually to have compensation over a school fiscal year (September through August 31) paid over a twelve month period based upon an anticipated average number of hours of service with an adjustments for actual hours worked and overtime (if any) being made in paychecks for the months of July and August. Once accrued leave is exhausted, if they have elected their compensation over a twelve month period, the deduction will be made in the next payroll cycle.

E. Leaves

1. Sick Leave: Para-Educators will earn sick leave at the rate of one day per month of service provided that the Para-Educator provides twenty-five (25) hours of service per month. A day will be defined as the number of hours they are regularly scheduled to work. For example, a Para-Educator regularly scheduled to work 5 hours per day will earn 5 hours of sick leave per

month, and a Para-Educator regularly scheduled to work 3 hours per day will earn 3 hours of sick leave per month. Sick leave hours shall be accumulated to a maximum of 600 hours. All current accumulated sick leave hours will continue with this Agreement. Sick leave may be used for parental leave, illness, accidents or injury to the employee, spouse, children and their spouses, parent, step-parent, parent-in-law, grandparents, siblings, grandchildren, and individuals living in the same household as the Para-Educator. When an employee leaves work due to stated sick leave they must take at least ½ hour before returning to work. All sick leave benefits cease upon termination of employment with North Platte Public Schools. Sick leave does not accrue cash value **and will not be paid in any form upon the ending of employment with the School District.**

2. Bereavement Leave: Up to five work days (a day will be defined as the number of hours they are regularly scheduled to work) of paid bereavement leave shall be granted for absence from work due to death of the following: spouse, children and their spouses, parent, step-parent, parent-in-law, step children, siblings, and individuals living in the same household as the Para-Educator. Up to 16 hours, at regular time rate for hours assigned daily may be granted for the death of the following: brother/sister in law, grandparent, niece, nephew, aunt, and uncle. In addition, the equivalent of one work day of bereavement leave will be granted for the death of a friend.

3. Personal Leave: All Para-Educators are Category C employees and receive 10 hours of personal leave per year.

Para-Educators hired after March 1st will not receive personal leave or holiday adjustment leave until September 1st of that same year. Sick leave will accrue as appropriate to the position. Personal leave must be used in no smaller than 1/2 hour increments. Personal leave must be used within the school year they are earned. Personal days do not carry over to the following school year.

4. Association Leave: The Association shall be granted an aggregate of two days per year to be used for officers of the Association to attend meetings sponsored by the local, state or national Education Association.

F. Grievance Procedure:

Employee grievances or complaints shall be addressed through the administrative chain of command following the process set forth in board policy or Classified Handbook. Policy No. 4240

The purpose of this grievance procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise concerning the interpretation, application, or meaning of the terms and conditions of employment set forth in this Negotiated Agreement. An underlying principle of the grievance procedure is to ensure fair and equitable treatment to the district's employees.

1. Definitions:

a. Grievance: A grievance is defined as any claim or complaint relative to a purported violation of the terms and conditions of employment set forth in this Negotiated Agreement.

b. Grievant: Para-Educator, group of Para-Educators, or the Association making the claim. Any employee has the right to have a representative of their choice at any step of the grievance procedure.

c. Time Limits: All time limits shall consist of Para-Educator working days except when a grievance is submitted after the end of the school year; the time limits shall consist of all week days Monday through Friday. The number of days indicated at each level should be considered maximum and every effort shall be made at all levels to expedite the process. Failure of any grievant to comply with the time limits contained herein shall constitute a waiver of right to appeal to the next step. Failure of the Board or its representatives to comply with the time limits at any level shall permit the grievant to appeal the grievance to the next level.

d. Grievance Meetings or Hearings: All meetings and hearings under this procedure up to and including Step 2 shall be conducted in private and shall include only the administration's representatives, the grievant, and the grievant's designated representatives.

2. The Procedure

a. Informal Resolution. The parties believe that it is usually most desirable for an employee and the District to resolve problems through free and informal communications. When requested by the Para-Educator, a representative of the Association may assist in this resolution. However, when the grievance remains unresolved, then the grievance shall be processed as follows:

Step 1. The request or complaint should be made in writing to the Para-Educator's immediate supervisor. The supervisor should then have five (5) working days to respond the grievance and give an answer in writing.

Step 2. If the grievance has not yet been settled, the Para-Educator may pursue further action by filing the grievance within five (5) working days to the Superintendent of the Schools or their designated representative. The Superintendent or their designated representative shall arrange for a meeting to be held within ten (10) working days in order to discuss the grievance. A written answer to the grievance will be provided within five (5) working days after the conclusion of the meeting.

Step 3. If the grievance is not resolved at Step 2, the grievant may appeal the grievance in writing to the Board president. Within ten (10) days from the date the appeal is received the Board president shall schedule a hearing on the grievance before the Board of Education: The hearing shall be held not later than thirty (30) days from receipt of the appeal. Each party shall have the right to call such witnesses, as it deems necessary to develop facts

pertinent to the grievance. 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.

G. Duration of Agreement: This contract shall be effective on March 1, 2012 for the 2011-2012 school year, and shall continue in effect until the end of the 2012-2013 school year. If a new substitute contract has not been duly entered into prior to the end of the 2012-2013 school year, the terms of this contract shall continue in full force until the substitute contract is adopted.

In witness whereof the parties hereto caused this contract to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures to be placed hereon, all on this day and year set forth in signature block below.

Lincoln County School District 56-0001 a/k/a North Platte Public School District	North Platte Education Association - Para-Educators
By: _____ President, Board of Education	By: _____ President of Association

North Platte Education Association - Para-Educators
By: _____ Head Negotiator

North Platte Public Schools

Para-Educators

March 1, 2012-August 2013

Level	Category		
	1	2	3
1.0	9.38	11.00	14.36
2.0	9.58	11.24	14.68
3.0	9.81	11.52	15.06
4.0	10.05	11.81	15.44
5.0	10.29	12.10	15.83
6.0	10.51	12.39	16.09
7.0	10.75	12.67	16.46
8.0	11.00	12.95	16.97
9.0	11.23	13.24	17.36
10.0	11.47	13.52	17.74
11.0	11.71	13.81	18.12
12.0	11.94	14.09	18.51
13.0	12.18	14.37	18.87

Category

- 1:** Paraeducators (all areas unless specifically stated)
[Classroom, Library, Special Education, Kids Klub]
Accompanist
- 2:** Special Education Bus Drivers
Information Technologist Paraeducators
KIDS Klub Site Coordinator
Activity Bus Drivers
Job Coach
Health paraeducator
One-on-One Intensive Paraeducator
- 3:** Licensed Practical Nurse
Sign Language Interpreter
ELL Paraprofessional
Staff in this column must have required credentials

Note: Substitute paraeducators will be paid at the #5 experience level for category 1 of paraeducator they are substituting