

NORTH PLATTE PUBLIC SCHOOLS

NORTH PLATTE, NEBRASKA

NORTH PLATTE BOARD OF EDUCATION

AND

NORTH PLATTE EDUCATION ASSOCIATION

MASTER AGREEMENT

Adopted August 23, 2011
2011-2012

ARTICLE 1
RECOGNITION AND DEFINITION

Section 1.1. Bargaining Unit Defined: The Board recognizes the North Platte Education Association as the exclusive bargaining representative for all certificated employees of the District exclusive of all employees, full or part time, not employed by the Board under the terms and conditions of a teacher's contract.

Section 1.2. Benefits for Part-Time Employees: Part-time employees covered by this agreement shall be provided the same benefits available to all full-time employees on a pro-rated basis.

Section 1.3. Definitions:

- a. The terms "Board" and "employer" as used in this agreement shall mean the Board of Education of the North Platte Public Schools or its duly authorized representatives.
- b. The term "employee" as used in this agreement shall mean the employees included in the bargaining unit as set forth in Section 1.1.
- c. The term "Association" as used in this agreement shall mean the North Platte Education Association or its duly authorized representatives or agents.

ARTICLE 2
BOARD/EMPLOYEE RIGHTS

Section 2.1 Employee Rights: The terms and conditions of employment listed herein shall not circumscribe the rights enjoyed by School District employees under the protection of federal or state statutes, rules and regulations, or the United States Constitution.

Section 2.2 School District Governance: The Board of Education shall retain the authority to govern the School District as provided by law, and the Board shall reserve the right to exercise all management prerogatives via the Superintendent of Schools and the administrative staff provided said prerogatives are not incongruent with the terms and conditions of employment as stated in this agreement.

ARTICLE 3
ASSOCIATION RIGHTS

Section 3.1. Association Use of District Property:

- a. Conducting Association Business: Representatives of the Association shall be allowed to conduct Association business on school property during school hours provided such business does not disrupt the instructional day, provided such business is not of a political nature.
- b. Facilities Use: The Association shall be allowed the use of the school buildings for public meetings provided such meetings do not result in unscheduled maintenance costs, and provided the meetings are not being held for a political purpose.
- c. Communication System: The Association shall be allowed to make reasonable use of the schools' communication system, including teachers' mail boxes, intercom, teacher bulletins, e-mail, etc. Such use shall not disrupt the instructional day, and provided such use is not intended to advance, influence, or interfere with the political process (i.e. elections). The only exception to this regulation will be the use of the schools by NPEA for the purpose of conducting political candidate forums for school board elections.

ARTICLE 4
GRIEVANCE PROCEDURE

An underlying principle of the grievance procedure is to ensure fair and equitable treatment to the district's employees.

Section 4.1. Definitions:

- a. Grievance: Any claim or claims by a teacher, a group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of a District policy, rule or regulation, covering terms and conditions of employment, including, but not limited to, the terms of this agreement.
- b. Grievant: Teacher, groups of teachers, or the Association making the allegation.

Section 4.2. Procedures: The parties believe that it is usually most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. When requested by the teacher, a representative of the Association may assist in the resolution. However, when the grievance remains unresolved then the grievance shall be processed as follows:

Step 1. The grievant shall present the grievance on the approved form (Appendix A) to the supervisor involved. This communication must take place within fifteen (15) working days after the teacher had knowledge of the alleged grievance. A hearing shall be held within ten (10) working days. Within five (5) working days of the hearing the supervisor shall provide a written answer to the grievance.

Step 2. The grievant may appeal the decision in Step 1 within ten (10) working days of receipt of the answer. The Superintendent shall arrange for a hearing with the grievant within ten (10) working days of receipt of the appeal. Each party shall have the right to call such witnesses as deemed necessary to present the facts pertinent to the grievance. The Superintendent will have five (5) working days from the date of the hearing to provide the grievant and the Association a written decision.

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) working days after receiving the written decision of the Superintendent. Within ten (10) working 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) working days from receipt of the appeal. Each party shall have the right to call such witnesses as it deems necessary to present facts pertinent to the grievance. The Board will have five (5) working days from the date of the hearing to notify, in writing, the grievant and the Association of the Board's decision.

Section 4.3. Time Limits: Failure at any level of this grievance procedure to appeal a grievance to the next level within the specified time limits will be considered to be acceptance of the decision rendered at the preceding level. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits will permit the aggrieved party to proceed to the next level. For purposes of this article, the term "working days" shall mean any day in which certificated employees are scheduled to work. When a grievance is submitted after the end of the school year, the time limits shall consist of all Central Office hours.

Section 4.4. Separate Grievance File: Grievance, responses to grievances and appeals shall not be placed in the personnel files of any of the participants.

Section 4.5. No Reprisals: No reprisals of any kind shall be taken against any employee who utilizes this grievance process.

Section 4.6. Withdrawal of a Grievance: An employee may withdraw their grievance at any level of the procedure without fear of reprisal from any party. Where the Association feels the issues involved should be resolved, the Association may assume the grievance at the point discontinued by the individual and proceed through the remainder of the procedure.

Section 4.7. Advance Step Filing: The grievance shall be initially filed at the level where the decision resulting in the grievance was made.

Section 4.8. Judicial Appeal: If the grievance is not resolved, any teacher has the right to appeal the Board of Education's decision to the State District Court.

ARTICLE 5 SALARIES

Section 5.1. Salary Schedule: The salary of each employee covered by this agreement shall be determined according to a salary schedule. The salary schedule, which is a 5 x 4 index, i.e. 5% Vertical Step Increments and 4% Horizontal Step Increments is attached hereto as Appendix B. The base salary for the 2011-2012 contract year is **\$32,480**.

5.1.1 Placement on the Salary Schedule – Placement on the salary schedule will be determined by the Superintendent or designee.

Section 5.2. Horizontal Movement:

a. Eligibility: Employees covered by this agreement will be eligible for horizontal movement on the salary schedule if they have successfully completed graduate credit hours. Prior to registration for such coursework, teachers must have received written approval from the Human Resource Director to take the course for credit toward horizontal advancement on the salary schedule. Such graduate hours must have been earned after the date on which the most recent degree was conferred. These courses should be of the nature that will directly improve the teacher's skills or knowledge to improve student learning.

Hours credited toward advancement to the MA+45 column must be: (1) graduate hours toward a degree program which has been approved by the North Platte Board of Education; (2) graduate hours which are being earned toward a new endorsement area - and the area of endorsement has been approved by the North Platte Board of Education; (3) graduate hours approved for courses in the teaching field or those required by the North Platte Board of Education or (4) graduate hours towards an Assessment Training Endorsement.

** No staff members were advanced to BA 45 after the 1998-99 school year.

Tuition for undergraduate courses taken at the request of the District will be paid for by the District but will not be allowed for salary advancement. Requests for teachers to take undergraduate courses must be initiated by the Superintendent or designee.

b. Deadlines: Employees earning approved hours to qualify for horizontal movements on the salary schedule must notify the Human Resource Director in writing.

Such credit must be completed by September 1 and verification of credit shall be by official transcript. Under certain circumstances, official grade slips/reports will be accepted until September 1, provided an official transcript is submitted no later than October 1.

Section 5.3. Vertical Movement: Employees covered by this agreement will move vertically on the salary schedule provided that they have completed the required service in the prior year. An employee who worked less than one semester in the prior year will not be eligible for vertical movement on the salary schedule.

Individuals placed on the last step in a column on the salary schedule must qualify for, and be granted, horizontal advancement before they can move vertically again. Refer to Section 5.2 (a) and (b) of this agreement.

Notwithstanding the number of credited years of experience, employees covered by this agreement will be advanced only one vertical step on the salary schedule in a single year for continuous service. Employees will not be given credit for experience when absent from their duties due to sabbatical leave or extended medical leave. Employees who are re-employed by the District under the terms and conditions of the District's Reduction-in-Force policy will not receive credit for experience due to their right to recall.

Note - Extended medical leave is medical leave whereby an employee is absent from their assigned duties for more than half of the contract year.

Employee(s) who are required to be absent from their assigned duties under the condition of military leave will be granted credit on the experience scale for such leave only if the District is required to do so by law.

Section 5.4. Calculation of Per Diem Rate: The per diem rate for both payroll deductions and daily compensation will be based upon the amount bearing the same ratio as salary schedule placement to number of days in the contract year.

- a. Extended Year Contract Rate: The salary schedule as set forth in Appendix B for the 2011-2012 contract year is based on 185 days. Any employee who accepts an assignment beyond the respective contract days will be compensated at the per diem rate as set forth in Section 5.4 of this agreement.

Section 5.5. Compensation for Extra-Duty Assignments: The compensation paid to employees covered by this agreement for extra duty assignments shall be in accordance with the extra-duty salary schedule as set forth in Appendices C and C-1. If the individual employee is unable to complete the assignment in Appendix C, the administration reserves the right to adjust compensation as necessary on a pro rata basis of days served to days expected. If an individual employee is unable to complete the assignment in Appendix C-1, the administration reserves the right to determine the compensation adjustment. The adjustment for those assigned duties with known lengths of time will be done on a pro rata basis for days served to days expected. All other assigned duties will be assumed to be year long and adjustment made based on a pro rata basis.

Section 5.6. Advancement in Absence of Successor Agreement: Should it be necessary to abide by the terms and conditions of employment stated herein beyond the expiration of this agreement because the parties hereto have not completed negotiations for the ensuing contract period, all employees covered by this agreement will be granted earned horizontal and vertical movement.

ARTICLE 6

Non-Index Compensation

Section 6.1. Options: Teachers with less than full-time assignments shall receive a prorated allocation proportional to their full-time equivalency, (i.e. a .75 FTE teacher will receive 75% of the appropriate non-indexed compensation allocation shown below). For the 2011-2012 contract year the insurance coverage plan will be the Educator's Health Alliance Program of Nebraska.

The Non-Index Compensation allocation for the 2011-2012 contract year is \$6,000.

All non-indexed compensation will be subject to all applicable taxes, but cannot be considered as part of total compensation for State Retirement contribution purposes until such time as we receive a ruling from the State Retirement Office allowing us to calculate State Retirement on the non-indexed compensation.

Teachers shall be responsible for underwriting the cost of the insurance premiums for whatever district sponsored insurance plan they chose, and may participate in the district's section 125 plan to the extent allowed by law.

ARTICLE 7
CONTRACT YEAR-DUTY HOURS-PLANNING TIME

Section 7.1. Annual Employment Period (Contract Days): The Board of Education reserves the right to determine the number of contract days (days of employment for certified staff) per school year.

- 7.1.1. Teachers will be on duty for 185 days during the school year that begins on or about August 11, 2011 and ends on or about May 18, 2012.
- 7.1.2. Nothing in Article 7, Section 7.1.1. shall preclude the Board of Education from offering extended contracts to selected employees. Therefore the Board of Education reserves the right to offer extended contracts to selected employees, and the compensation to be awarded for extended contracts shall be in accordance with Section 5.4 (and the subparts of Section 5.4) of this agreement.
- 7.1.3. Nothing in Article 7, or any section thereof, shall be construed as being in conflict with Section 12, Article 12.1. since Article 12 relates to activities and events that occur within the 185 contract days.

Section 7.2. Length of Workday: All employees shall be on duty during the hours assigned by the building principal. Duty hours may be adjusted to meet the needs of the North Platte School District in terms of: parent/teacher conferences, inservice activities, staff meetings, and professional development activities. All staff members are required to comply with duty hours unless excused by the building principal.

Section 7.3. Elementary Planning Time: The Association recognizes management prerogative to assign teacher workloads. The District will work to equalize elementary planning time across all buildings.

ARTICLE 8
ASSIGNMENTS

Section 8.1 Assignments: The assignment of duties (i.e. classroom teaching, supervision, sponsorships, etc.) is a management prerogative, and the assignment of said duties shall be made at the discretion of the building principal.

- 8.1.1. Extra Duty Assignments:
 - a. Extra-duty assignments shall be made by the building principal or other administrator designated by the Superintendent or designee provided that before any such assignment is made the building principal or other administrator shall discuss the assignment with the employee.
 - b. The District reserves the right to assign paid extra-duty responsibilities to any District employee, or other appropriate personnel, as deemed necessary to support and/or maintain school-sponsored activities. Such assignments may be made at the discretion of the administration. No employee shall be compensated for an extra-duty activity unless that employee has been assigned by the administration to sponsor said activity.

Section 8.2 Mandatory Transfer: Classroom teachers who receive a mandatory transfer to another building will be paid for the time that they actually spend moving to the new building. The compensation will be at the affected teacher's per diem rate applied pro-rata, based on an eight hour work day, to the actual number of hours spent moving, but will not exceed two days regardless of the actual amount of time necessary to complete the move. In order to receive this compensation, affected teachers must (a) have preapproval from the Human Resources Director of a written, bona-fide estimate of the time it will take to make the move and (b) after making the move, submit to the Human Resources Director written confirmation of the actual hours spent moving.

ARTICLE 9
LEAVES

Section 9.1 Sick Leave:

- a. Annual Allowance: Employees covered by this agreement shall be entitled to ten (10) days of paid leave per year for injury or illness in the “immediate family” or as otherwise allowed under Section 9.2 of this agreement. Note: The term “immediate family” as defined for the purpose of sick leave is not applicable to non-dependent children for maternity reasons. Such leave must be taken as personal leave or grandmother, grandfather leave – refer to Section 9.3 (d) (3)

Employees on less than full-time assignment will receive per diem sick leave based on their employment FTE:

94%-100%	per diem	=	10 days per year
85%-93%	per diem	=	9 days per year
75%-84%	per diem	=	8 days per year
65%-74%	per diem	=	7 days per year
55%-64%	per diem	=	6 days per year
45%-54%	per diem	=	5 days per year
35%-44%	per diem	=	4 days per year
25%-34%	per diem	=	3 days per year
15%-24%	per diem	=	2 days per year
1%-14%	per diem	=	1 day per year

- b. Accumulation: Whenever an employee has been absent due to illness or injury in the immediate family for less than ten (10) days in a contract year, the difference between the ten (10) days and the number of days the employee has been absent due to illness or injury shall be cumulative to a total of seventy-five (75). All employees employed prior to the 1993-1994 school year may retain their accumulated sick leave earned to the end of the 1994-1995 contract. Said employees shall not accumulate additional sick leave days until their number of days drops below seventy-five (75). When all sick leave days in excess of seventy-five (75) have been used, Section 9.1.b shall pertain to all employees. During a given contract year the number of work days an employee may be absent due to an illness or injury in the immediate family shall be the ten (10) days allocated for that year plus the accumulated unused sick days from previous years up to the maximum allowable. All accumulated sick leave terminates upon resignation, retirement, dismissal or death. After the total sick leave for the current year is used, pay for absences not covered by accumulated sick leave shall be deducted in accordance with Section 5.4 of this agreement.
- c. Extended Use of Leave Due to Illness or Injury: If absence due to illness, injury or maternity (employee, spouse, dependent child) in the immediate family, has involved or will involve five (5) or more work days, the employee upon request of the Human Resource Director either prior to or during such absence, and before the employee returns to work, shall submit to the Human Resource Director a statement from the employee's physician. Such statement shall set forth the date of commencement or anticipated date of commencement of such illness and, if possible, the date of termination or anticipated termination of such illness; shall describe the nature, extent and status of the illness as of such dates and as of the current date; shall explain in detail the effect, if any, of such illness upon the ability of the employee to perform as of such dates and as of the current date the normal duties of such employee's responsibility; and shall contain such information bearing upon whether or not the health of the employee is such as would permit or should require the employee to return to work and to resume and perform normal duties.

d. Medical Leave of Absence: When an employee has exhausted all sick leave and has not returned to work, he/she will be placed on unpaid sick leave in accordance with the Family Medical Leave Act (FMLA). Ten working days before a new semester convenes, unless at the end of the second semester, the employee must do one of the following:

1. Indicate that he/she will return to work on the first day of the new semester; or
2. Request a leave of absence

If this procedure is not followed, termination will be initiated by the Board.

e. Donated Sick Leave: Certified staff members may donate up to two of their accumulated sick leave days to another certified staff member who has exhausted all paid leave, and who becomes subject to a pay deduct for absence because said employee requires hospitalization or must be absent from work due to: (1) treatment for cancer; (2) heart attack or heart surgery; (3) accident or injury that required immediate medical attention followed by a physician's directive to remain away from work for rest and recovery; (4) terminal illness, (5) major organ transplant; (6) stroke; (7) tumor or (8) any catastrophic illness or disease comparable to those specifically enumerated in this section as determined by the Human Resource Director who's discretion on the question of eligibility shall be final. NOTE: The need to remain at home for any of the aforementioned reasons must be supported by a physician's statement. The aggregate number of sick leave days that a staff member may receive shall not exceed 60 days, or the number of days that said staff member needs to be placed on Long Term Disability Insurance without pay loss whichever is less.

f. Certified staff members may use their accumulated sick leave days when a nondependent child requires hospitalization or absence from work due to: (1) treatment for cancer; (2) heart attack or heart surgery; (3) accident, injury, or illness that requires medical attention followed by a physicians directive to remain away from work for recovery; (4) terminal illness; or (5) major organ transplant.

g. Doctor and Dentist Appointments: The use of sick leave days for routine appointments with Doctors or Dentists during the buildings student contact hours shall be limited as follows:

3 days (24 hours) for employee

3 days (24 hours) for spouse

3 days (24 hours aggregate) for dependent children

Leave taken for Doctor and Dentist appointments beyond the aforementioned days will be subject to salary reduction equal to the employee's per diem rate times 50% or 100% (whichever is applicable). Follow-up visits to a Doctor or Dentist for a diagnosed medical condition will be charged against an employee's accumulated sick leave, and will not be subject to salary reduction.

Note: (1) For implementation purposes, routine shall mean those "ordinary", "necessary", and "routine" services as defined by Blue Cross and Blue Shield policy; (2) Time will be recorded by the principal's secretary.

Section 9.2. Definition of Immediate Family and Use of Sick Leave: For the purpose of implementation of 9.1 of this agreement, only the following shall be considered members of the immediate family of an employee: spouse, dependent child (as defined by the Internal Revenue Service), or foster child. Leave under 9.1 of this agreement may be used for a maximum of five days per illness of a non-dependent child, parent, parent-in-law, brother, sister, or legal dependent. An employee may submit a request to the Superintendent of Schools to extend the maximum five day period per illness if such illness of a non-dependent child, child, parent, brother, sister, or legal dependent is of a life-threatening nature. Note: The definition of "immediate family" and allowance of use of sick leave under the second sentence of this Section 9.2 is not applicable to cases involving the birth of a grandchild. Employees who wish to be with their non-dependent children for the birth of a grandchild must use personal leave, or grandparent leave as stipulated in Section 9.3(d) (3) of this agreement.

Section 9.3. Personal Leave: Employees covered by this agreement shall be entitled to two (2) days of personal leave during the school year at no loss of pay, and one (1) day of personal leave with a reduction of pay not to exceed the daily rate paid to substitute teachers. Must use all full pay per leave days prior to taking sub pay deduct day.

a. Application for Personal Leave: An employee must request personal leave at least five (5) working days in advance of such leave. An exception to the five-day requirement in this section may be made by the Human Resource Director

provided that the circumstances surrounding the notice are beyond the control of the employee. The event for which the employee is requesting an exclusion to the five day requirement must be for leave that occurs on a date that has been set by someone other than the employee, and the event will not be repeated involving said person.

Requests for personal leave must be submitted to the building principal (or associate principal) for preliminary approval. Final approval/denial of all requests for personal leave shall be made by the Human Resource Director

Note: When it is not possible for an employee to submit a request for personal leave in advance via the School District's official electronic request form, the employee may receive verbal approval from the building principal (or associate principal), and the electronic absence request form must be submitted at the earliest date.

b. Conditions: While such personal leave may be taken without designating the reason for the leave, the following condition applies:

1. Personal leave (paid sub-deduct, or pay deduct) may not be on the first two contract days, the first two student days of each semester, Parent-Teacher Conference days nor the last student day of each semester. Personal leave (paid sub-deduct, or pay-deduct) may not be used to extend the following holidays, recesses, or contract days except for December 22, 2011, May 18, 2012, and circumstances which are beyond the control of the employee:

1. Thanksgiving
2. Christmas/New Year's
3. Winter Break
4. Spring Break

Personal leave will be granted based upon date of request and availability of substitutes. Limitations may be placed by the Human Resources Director on the number of employees who can take personal leave on any given day. Such limits are necessary based on the availability of substitute teachers. Limitations will apply to all certified staff, regardless of whether an employee's absence requires a substitute.

A circumstance beyond the control of an employee shall be regarded as an event involving the employee, or a member of his/her immediate family that occurs on a date that is established by someone else, and the event will not be repeated involving said employee or family member. If personal leave is granted to an employee under circumstances beyond his/her control, the employee's salary is subject to reduction at a rate equal to the per diem rate paid to substitute teachers even when a substitute is not required. This section is only used if personal days are still available.

After personal days (2) and sub pay deduct (1) are used (and any rolled days) any other approved personal days will only be at pay deduct days, even if it is a onetime event. Staff may appeal to the Human Resource Director in extreme circumstances for reinstatement of salary at sub pay deduct.

2. For the 2011-2012 school year, a calendar has been constructed that contains early dismissal of students on all Wednesday afternoons in order to provide time for weekly teacher professional development. All parties to this agreement recognize the importance of, and are committed to, making the best possible use of the professional development time. Making the best use of professional development time will require active participation and open communication. Use of personal days on Wednesdays will be reviewed at the conclusion of each school quarter. If use of personal days on Wednesdays deviates more than 5% from historical average use of personal days on Wednesdays, the employer shall have the right to reopen the negotiated agreement and preclude the taking of personal days (paid or pay-deduct) on all Wednesdays during the remainder of the school calendar. Exceptions to restrictions on use of personal leave on professional development days may be made in cases involving extreme hardship as determined at the sole discretion of the Human Resources Director.

- c. Unused Personal Leave: Employees covered by this agreement may select one of the following two options relative to unused personal leave: (1) compensation for the unused personal leave day(s) will be paid to the employee at the substitute teacher pay rate established by the Board of Education; or (2) unused full pay personal leave day(s), one or two days, can be rolled over into the next contract year. (The 3rd personal day at sub pay deduct cannot be rolled over to the next year.) Any personal days rolled over to the next contract year must be used in that contract year. The most personal days that can be used in a year would be four regular personal days and one sub pay deduct day if two days are rolled over.
- d. Two additional aggregate days with substitute pay-deduct may be approved for any combination of the following after all personal leave days have been used in accordance with 9.3 (a):
 - 1. Legal consultation;
 - 2. Emergency situations
 - 3. Grandmother, Grandfather leave for normal pregnancy.
 - 4. Qualified personal leave for non-dependent child.
- e. Two additional aggregate days at sub pay deduct plus the negative difference between NSAA compensation and sub pay deduct rate may be approved for those who wish to officiate Nebraska School Activities Association sponsored activities.

Section 9.4. Adoption Leave: Employees covered by this agreement will be granted adoption leave provided that approval is granted, in advance, by the building principal and the Human Resource Director. Ten days of paid leave per year will be granted upon such approval. The leave days granted herein shall be non-cumulative from year to year. The leave must be applied for and taken within thirty (30) days of placement of a child with an employee for the purpose of adoption. The teacher shall notify his/her immediate supervisor and/or Human Resource Director as soon as possible of a pending adoption.

Section 9.5. Bereavement Leave: Employees covered by this agreement shall be entitled to five (5) days of paid leave for each absence in case of death of the following: spouse, parent, parents-in-law, child, son-in-law, daughter-in-law, grandchild, or legal dependent. A total of two days of paid leave for each absence in case of death shall be entitled for the following: brother, sister, brother-in-law, sister-in-law, grandparents, niece, nephew, aunt, or uncle. This leave provision is not limited to any number of occurrences during a contract year. One day (per year) of bereavement leave may be used for death of a friend.

Section 9.6. Professional Leave: Employees covered by this agreement may be granted leave days to attend workshops, conferences, seminars, etc. provided that approval is granted in advance by the building principal or supervisor. Money for travel and expenses may be paid only with advance approval. Full salary will be allowed the employee and the cost of paying a substitute will be borne by the District.

Section 9.7. Jury Duty: Employees covered by this agreement who are required to serve on a jury shall suffer no loss of pay. Jury fees, including reimbursement for expenses, will remain the property of the employee.

Section 9.8. Military Leave: Military leave shall be granted in accordance with applicable law.

Section 9.9. Non-Paid Leave of Absence: Leaves of absence without pay may be granted to employees covered by this agreement who are full-time employees at the time the request for leave is made. Such leaves of absence may be granted for reasons approved by the Board of Education upon recommendation of the Human Resource Director.

Leaves of absence are not intended to replace a regular resignation procedure and will be granted only when such a leave of absence would be in the best interest of both the employee and the district as determined by the administration.

Leaves of absence may not extend beyond a continuous period of one year. Insofar as possible, the definite period set for a leave shall commence and terminate with the beginning of a new semester.

Section 9.10. Association Leave: The Association shall be granted an aggregate of five days per year to be used for officers of the Association to attend meetings sponsored by the local, state or national Education Association. The cost of the substitute teacher for persons attending said meetings shall be paid by the Association. In the event that the attendance at the meeting would benefit the district as determined by the Human Resource Director, the cost of the substitute shall be paid by the employer.

Section 9.11. Services for RIF: Those teachers who have received a notice of Reduction in Force will be provided the following services at the District's expense:

- a. Maximum of \$20.00 for one day of career counseling services
- b. May use one accumulated sick leave day for counseling services
- c. May use two accumulated sick leave days for job interviews

Section 9.12 Retirement Planning: Each eligible employee is allowed leave with pay to attend up to two retirement planning programs. You may choose to attend a seminar more than twice, but such leave is at your expense and your absence is at the discretion of your employer. You may not attend more than one seminar per fiscal year.

Section 9.13 Sick Leave Incentive Program: Employees will receive a sick leave benefit if the following conditions are met:

- a. The employee is at least fifty-five (55) years of age as of September 1 of the school year in which the employee resigns ("resignation year"); for example, this will be September 1, 2011 for the 2011-2012 school year.
- b. The employee has completed 15 or more consecutive years of credited service to the North Platte Public Schools District ("District") as of the conclusion of the resignation year (credited service mean continuous employment with the District as a certificated employee);
- c. The employee has given unconditional written notice of resignation to Human Resources on or before February 1 of the resignation year and the resignation is effective at the end of that school year; and
- d. The employee has not been issued a notice of possible nonrenewal, cancellation, or termination in the resignation year.

Employees who are paid (or have met the requirements to be paid) the sick leave benefit are ineligible for employment as a certificated employee on a continuing contract with the District for one calendar year after the end of the resignation year.

The sick leave benefit will equal the employee's total number of unused sick days as of the end of employment multiplied by the short term substitute rate per day in effect as of the resignation year, less applicable withholding. The sick leave benefit will be paid in January of the school year following resignation.

ARTICLE 10 PROFESSIONAL GROWTH

Section 10.1 Professional Growth: All certified staff will show evidence of professional growth, after gaining permanent status, by earning a minimum of 90 clock hours of continuing education in one, or more, of the following areas:

1. Approved college/university courses.
2. Approved classes.
3. Participation in District-sponsored staff development activities.
4. Participation in external workshops/conferences/conventions as approved by the Superintendent of Schools or the Superintendent's designee.
5. Serving on a local/state/regional advisory or school improvement team with the approval of the Superintendent of Schools or designee (excluding any team membership that involves the National Education Association, Nebraska State Education Association, or North Platte Education Association).

In accordance with section 79-12,113 of Nebraska Statute, teachers who haven't met the professional growth requirement through criteria established in the negotiated agreement by April 15 of their sixth year of employment shall be notified that their contract may be terminated at the end of their sixth year of employment.

ARTICLE 11
MISCELLANEOUS PROVISIONS

Section 11.1. Non-discrimination:

- a. The Board and the Association agree not to interfere with the right of the employees covered by this agreement to become or not become members of the Association, and that there shall be no discrimination against any employee covered by this agreement because of Association membership or non-membership. Membership in the Association or any other employee organization not affiliated with the District shall not be a condition of employment for any employee covered by this agreement.

Section 11.2. Precedence of Agreement: If there is any conflict between the express written terms of this agreement and the terms of any individual contract between the Board and an individual employee covered by this agreement, the express written terms of this agreement shall prevail.

Section 11.3. Savings and Separability: If any provision of this agreement is or at any time shall be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law; provided that in such event all other provisions of this agreement shall continue in effect.

Section 11.4. Distribution of this Agreement: The District will post on District's web page.

ARTICLE 12
COMPENSATION FOR WORK ASSIGNED BEYOND "NORMAL" DUTY HOURS

Section 12.1. Compensation Beyond Normal Duty Hours

- a. For certified staff members who are required by the North Platte School District to attend training sessions or participate in curriculum-related activities that take place for a full day "outside of a normal duty day" the participant will receive a per diem rate.
- b. For any training sessions or curriculum-related activities that occur on a "regular duty day" but after "regular duty hours", the participant will be compensated at a rate of \$20.00 per hour. (Not to include faculty meetings and routinely scheduled school activities).
- c. For approved training not required by the North Platte School District that takes place "outside of a normal duty day or after the normal day" certificated staff will be compensated at a rate of \$20.00 per hour.

No compensation will be paid to any employee for training or curriculum-related activities unless such training and activities have been approved by the Human Resource Director.

ARTICLE 13
EFFECTIVE AGREEMENT

Section 13.1. Entire Agreement: The parties acknowledge that during the negotiations which resulted in this agreement, the Board and the Association had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining; that all of the understandings and agreements arrived at are thereby set forth in this agreement; and that it shall constitute the entire agreement between the parties for the 2011-2012 school year.

Section 13.2. Modification of Agreement: The terms and conditions of this agreement may be modified by alteration, change, addition to, or deletion, only through the voluntary, mutual written consent of both parties.

Section 13.3. Reopen Clause: Reopening of negotiations under this paragraph shall be strictly limited to the issue of how the total compensation agreed to in this Negotiated Agreement will be allocated between salary and non-indexed compensation; all other terms of this Negotiated Agreement, including the amount of total compensation, are agreed upon and not subject to further negotiations.

Section 13.4. Agreement Authorization: In witness thereof, the parties hereto cause this agreement to be signed by their respective presidents, attested by their respective secretaries, and their signatures to be placed thereon, all on this _____ day of _____, 2011.

NORTH PLATTE EDUCATION ASSOCIATION

NORTH PLATTE BOARD OF EDUCATION

President

President

Secretary

Secretary

Appendix A

NORTH PLATTE PUBLIC SCHOOLS

Salary Schedule
2011-2012

	2011-2012
Entry Level:	32,480
Index - Vertical:	5.00%
Horizontal :	4.00%
Teaching Days:	185

Degree		BA	BA	BA	BA	MA	MA	MA	MA	MA	MA
Hours Beyond		0	9	18	27	0	9	18	27	36	45
Increase		1.0000%	1.0400%	1.0800%	1.1200%	1.1600%	1.2000%	1.2400%	1.2800%	1.3200%	1.3600%
Hours in Field		0	3	6	9	12	15	18	21	24	24
Increase	Step										
		1	10	19	28	100	109	118	127	136	145
1.0000%	1.0	32,480	33,779	35,078	36,378	37,677	38,976	40,275	41,574	42,874	44,173
1.0500%	2.0	34,104	35,403	36,702	38,002	39,301	40,600	41,899	43,198	44,498	45,797
1.1000%	3.0	35,728	37,027	38,326	39,626	40,925	42,224	43,523	44,822	46,122	47,421
1.1500%	4.0	37,352	38,651	39,950	41,250	42,549	43,848	45,147	46,446	47,746	49,045
1.2000%	5.0	38,976	40,275	41,574	42,874	44,173	45,472	46,771	48,070	49,370	50,669
1.2500%	6.0	40,600	41,899	43,198	44,498	45,797	47,096	48,395	49,694	50,994	52,293
1.3000%	7.0	42,224	43,523	44,822	46,122	47,421	48,720	50,019	51,318	52,618	53,917
1.3500%	8.0		45,147	46,446	47,746	49,045	50,344	51,643	52,942	54,242	55,541
1.4000%	9.0			48,070	49,370	50,669	51,968	53,267	54,566	55,866	57,165
1.4500%	10.0				50,994	52,293	53,592	54,891	56,190	57,490	58,789
1.5000%	11.0					53,917	55,216	56,515	57,814	59,114	60,413
1.5500%	12.0						56,840	58,139	59,438	60,738	62,037
1.6000%	13.0							59,763	61,062	62,362	63,661
1.6500%	14.0								62,686	63,986	65,285
1.7000%	15.0									65,610	66,909
1.7500%	16.0										68,533
		1.0000	1.0400	1.0800	1.1200	1.1600	1.2000	1.2400	1.2800	1.3200	1.3600

No staff members were advanced to BA 45 after the 1998-99 school year.

NORTH PLATTE PUBLIC SCHOOLS
2011-2012 Extra Duty Schedule
\$32,480

LEVEL 1		LEVEL 2		LEVEL 3		LEVEL 4		LEVEL 5		LEVEL 6	
3%	974	6%	1,949	7%	2,274	9%	2,923	11%	3,573	13%	4,222
4%	1,299	7%	2,274	8%	2,598	10%	3,248	12%	3,898	14%	4,547
5%	1,624	8%	2,598	9%	2,923	11%	3,573	13%	4,222	15%	4,872
		9%	2,923	10%	3,248	12%	3,898	14%	4,547	16%	5,197
				11%	3,573	13%	4,222	15%	4,872	17%	5,522
						14%	4,547	16%	5,197	18%	5,846
								17%	5,522	19%	6,171
										20%	6,496

DIVISION OF ACTIVITIES

LEVEL 1		LEVEL 1	
<u>Middle School</u>		<u>Middle School</u>	
Football, Coach 7/8		Band, Director 7/8	
Volleyball, Coach 7/8		Orchestra, Director 7/8	
Basketball, Coach 7/8		Head 7/8 Boys Basketball Supervisor	
Track, Asst. Coach 7/8		Head 7/8 Girls Basketball Supervisor	
Wrestling, Asst. Coach 7/8		Head 7/8 Volleyball Supervisor	
		Head 7/8 Football Supervisor	
<u>High School</u>			
Activities Band, Director			
Cheerleader Assistant			
LEVEL 2		LEVEL 2	
<u>High School</u>		<u>Middle School</u>	
Cross Country Asst. Coach		Wrestling, Head Coach 7/8	
Football Asst. Coach 9		Track, Head Coach 7/8	
		Vocal Director	
LEVEL 3		LEVEL 3	
<u>High School</u>		<u>High School</u>	
Football, Head Coach 9		Golf, Head Coach	
Volleyball, Head Coach 9		Swimming, Asst. Coach (Boys & Girls)	
Basketball, Head Coach 9		Tennis, Head Coach	
Basketball, Coach 10		Dramatics, Director	
Volleyball, Asst. Coach		Journalism, & Annual, Director	
Wrestling, Asst. Coach		Speech/Debate, Asst. Supervisor	
Gymnastics, Asst. Coach (Girls)		Soccer, Asst. Coach	
Track, Asst. Coach		Softball, Asst. Coach	
LEVEL 4		LEVEL 4	
<u>High School</u>		<u>High School</u>	
Football, Asst. Coach		Vocal Director	
Basketball, Asst. Coach		Music Assistant 9-12	
Orchestra Director			
LEVEL 5		LEVEL 5	
<u>High School</u>		<u>High School</u>	
Athletic Trainer, First Aid		Swimming, Head Coach (Boys & Girls)	
Cross Country, Head Coach (Boys & Girls)		Band, Director	
Volleyball, Head Coach		Cheerleader Sponsor	
Wrestling, Head Coach		Speech/Debate Director	
Track, Head Coach		Soccer, Head Coach (Boys & Girls)	
Gymnastics, Head Coach (Boys & Girls)		Softball, Head Coach	
LEVEL 6		LEVEL 6	
<u>High School</u>		<u>High School</u>	
Football, Head Coach		Basketball, Head Coach (Girls & Boys)	

The following activities will be allowed sponsors and remuneration as follows:

	PERCENTAGE		NUMBER OF
POSITION	OF BASE	AMOUNT	SPONSORS
<u>NORTH PLATTE HIGH SCHOOL</u>			
Intramural Basketball	3.0%	974	3
Intramural Volleyball	1.0%	325	3
Chess Club	1.0%	325	0
Prom Assistance	5.5%	1,786	1
Art Club	1.5%	487	1
Flag Corps	3.0%	974	1
Foreign Language Club	1.0%	325	2
Junior Classical League	1.5%	487	1
National Honor Society	2.0%	650	1
Pacers	11.0%	3,573	1
Mock Trial	7.0%	2,274	1
Student Council	7.0%	2,274	1
Vica (Head Sponsor)	9.0%	2,923	2
Vica (Assistant Sponsor)	6.0%	1,949	2
Weight Room Supervisor	2.0%	650	3
School Play	3.5%	1,137	1
Detention Supervisor	11.0%	3,573	1
Stagecraft	4.0%	1,299	1
Letter Club	1.5%	487	2
Key Club	4.0%	1,299	1
Summer Weight Room Supervisor	12.0%	3,898	1
AAA Ford	3.0%	974	1
Saturday School Supervisor	12.5%	4,060	1
FBLA	2.5%	812	1
FCCLA	2.5%	812	1
Musical	6.0%	1,949	1
High School Team Leaders * Will receive pay or a period of no duty	2.0%	650	
<u>MIDDLE SCHOOLS</u>			
Art Club (Adams)	1.5%	487	1
Foreign Language Club (Adams)	2.0%	650	1
Hunter Safety (Madison)	1.0%	325	1 (M) 2 (A)
Just Say No Club	2.0%	650	0
Locker Room Supervisor (Madison)	1.0%	325	2
Photography	1.0%	325	0
School Newspaper	4.0%	1,299	2 (M) 2 (A)
Student Council	7.0%	2,274	2 (M) 2 (A)
<u>ELEMENTARY SCHOOLS</u>			
Elementary Music Supervisor	5.0%	1,624	1
Elementary PE Supervisor	9.0%	2,923	1
Summer curriculum work pre-authorized by the Curriculum Committee within the budget allocation established by the Board will be reimbursed as follows:			
Committee Chairperson		\$22.00 per hour	
Committee Member		\$20.00 per hour	

APPENDIX A

GRIEVANCE PROCEDURE

Level 2 _____
Level 3 _____
Level 4 _____

Date: _____

Aggrieved Person(s): _____

Directed To: _____

Statement of Grievance (Detail Specific Nature):

State Specific Term of Provision of the Agreement that is being Grieved:

Action Requested:

Attach a copy of All Letters, Supporting Documentation and Previous Decisions:

To be used only if settled:

Date: _____

Aggrieved: _____

Administrator/Board President: _____

Terms of Agreement

Response:

(Signature Requested)

Date