

NORTH PLATTE PUBLIC SCHOOLS

NORTH PLATTE, NEBRASKA

NORTH PLATTE BOARD OF EDUCATION

AND

NORTH PLATTE EDUCATION ASSOCIATION

MASTER AGREEMENT

2009-2010

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 2009-2010 contract year is **\$31,840**.

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 Associate Superintendent for Administrative Services 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 Associate Superintendent for Administrative Services 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 February 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 2009-2010 contract year is based on 187 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.

Section 5.7. Compensation for Building Technology Specialists: The Building Technology Specialists Program will be allocated \$100/FTE during the 2009-2010 school year for services performed during planning time, or after duty hours. An additional allocation of \$25 per FTE per building will be budgeted to BTS personnel for pre-approved summer work. The FTE for building allocation purposes will be determined annually by the Associate Superintendent for Administrative Services.

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 2009-2010 contract year the insurance coverage plan will be the Educator's Health Alliance Program of Nebraska.

The Non-Index Compensation allocation for the 2009-2010 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 187 days during the school year that begins on or about August 12, 2009 and ends on or about May 22, 2010.
- 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 187 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: Teachers who receive a mandatory transfer to another building will receive up to two days at per diem pay to move into the building. Compensation must be pre-approved by the Associate Superintendent of Schools.

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 Associate Superintendent for Administrative Services, either prior to or during such absence, and before the employee returns to work, shall submit to the Associate Superintendent for Administrative Services 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 Associate Superintendent 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 three 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 Associate Superintendent for

Administrative Services 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 Associate Superintendent for Administrative Services.

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 or pay-deduct) may not be taken on teacher in-service days, Parent-Teacher Conference days or the last student day of each semester or the first two days, nor the last two days of the contract year unless they are only workdays, or the first day back for students after a scheduled break except for December 21, 2009 may be used as a personal day. Personal leave (paid or pay-deduct) may not be used to extend the following holidays, recesses, or contract days except in circumstances which are beyond the control of the employee:

1. Labor Day
2. Thanksgiving
3. Christmas/New Year's
4. Martin Luther King Day
5. Winter Break
6. Spring Break
7. Easter
8. Memorial Day

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 Associate Superintendent of Schools in extreme circumstances for reinstatement of salary at sub pay deduct.

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 can not 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 Associate Superintendent for Administrative Services. 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 Associate Superintendent for Administrative Services 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 Associate Superintendent for Administrative Services.

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 Associate Superintendent for Administrative Services, 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

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

Refer to Appendix D which relates to the provisions of the Early Retirement Incentive Program.

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 Associate Superintendent for Administrative Services.

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 2009-2010 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 _____, 2009.

NORTH PLATTE EDUCATION ASSOCIATION

NORTH PLATTE BOARD OF EDUCATION

President

President

Secretary

Secretary

Appendix A											
NORTH PLATTE PUBLIC SCHOOLS											
Salary Schedule											
2009-2010											
Entry Level:	31,840										
Index - Vertical:	5.00%										
Horizontal : Teaching Days:	4.00%										
	187										
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	31,840	33,114	34,387	35,661	36,934	38,208	39,482	40,755	42,029	43,302
1.0500%	2.0	33,432	34,706	35,979	37,253	38,526	39,800	41,074	42,347	43,621	44,894
1.1000%	3.0	35,024	36,298	37,571	38,845	40,118	41,392	42,666	43,939	45,213	46,486
1.1500%	4.0	36,616	37,890	39,163	40,437	41,710	42,984	44,258	45,531	46,805	48,078
1.2000%	5.0	38,208	39,482	40,755	42,029	43,302	44,576	45,850	47,123	48,397	49,670
1.2500%	6.0	39,800	41,074	42,347	43,621	44,894	46,168	47,442	48,715	49,989	51,262
1.3000%	7.0	41,392	42,666	43,939	45,213	46,486	47,760	49,034	50,307	51,581	52,854
1.3500%	8.0		44,258	45,531	46,805	48,078	49,352	50,626	51,899	53,173	54,446
1.4000%	9.0			47,123	48,397	49,670	50,944	52,218	53,491	54,765	56,038
1.4500%	10.0				49,989	51,262	52,536	53,810	55,083	56,357	57,630
1.5000%	11.0					52,854	54,128	55,402	56,675	57,949	59,222
1.5500%	12.0						55,720	56,994	58,267	59,541	60,814
1.6000%	13.0							58,586	59,859	61,133	62,406
1.6500%	14.0								61,451	62,725	63,998
1.7000%	15.0									64,317	65,590
1.7500%	16.0										67,182
		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
2009-2010 Extra Duty Schedule
\$31,840

LEVEL 1		LEVEL 2		LEVEL 3		LEVEL 4		LEVEL 5		LEVEL 6	
3%	955	6%	1,910	7%	2,229	9%	2,866	11%	3,502	13%	4,139
4%	1,274	7%	2,229	8%	2,547	10%	3,184	12%	3,821	14%	4,458
5%	1,592	8%	2,547	9%	2,866	11%	3,502	13%	4,139	15%	4,776
		9%	2,866	10%	3,184	12%	3,821	14%	4,458	16%	5,094
				11%	3,502	13%	4,139	15%	4,776	17%	5,413
						14%	4,458	16%	5,094	18%	5,731
								17%	5,413	19%	6,050
										20%	6,368

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:

POSITION	PERCENTAGE OF BASE	AMOUNT	NUMBER OF SPONSORS
<u>NORTH PLATTE HIGH SCHOOL</u>			
Intramural Basketball	3.0%	955	3
Intramural Volleyball	1.0%	318	3
Chess Club	1.0%	318	0
Prom Assistance	5.5%	1,751	1
Art Club	1.5%	478	1
Flag Corps	3.0%	955	1
Foreign Language Club	1.0%	318	2
Junior Classical League	1.5%	478	1
National Honor Society	2.0%	637	1
Pacers	11.0%	3,502	1
Mock Trial	7.0%	2,229	1
Student Council	7.0%	2,229	1
Vica (Head Sponsor)	9.0%	2,866	2
Vica (Assistant Sponsor)	6.0%	1,910	2
Weight Room Supervisor	2.0%	637	3
School Play	3.5%	1,114	1
Detention Supervisor	11.0%	3,502	1
Stagecraft	4.0%	1,274	1
Letter Club	1.5%	478	2
Key Club	4.0%	1,274	1
Summer Weight Room Supervisor	12.0%	3,821	1
AAA Ford	3.0%	955	1
Saturday School Supervisor	12.5%	3,980	1
FBLA	2.5%	796	1
Musical	6.0%	1,910	1
High School Team Leaders * Will receive pay or a period of no duty	2.0%	637	
<u>MIDDLE SCHOOLS</u>			
		0	
Art Club (Adams)	1.5%	478	1
Foreign Language Club (Adams)	2.0%	637	1
Hunter Safety (Madison)	1.0%	318	1 (M) 2 (A)
Just Say No Club	2.0%	637	0
Locker Room Supervisor (Madison)	1.0%	318	2
Photography	1.0%	318	0
School Newspaper	4.0%	1,274	2 (M) 2 (A)
Student Council	7.0%	2,229	2 (M) 2 (A)
		0	
<u>ELEMENTARY SCHOOLS</u>			
		0	
Elementary Music Supervisor	5.0%	1,592	1
Elementary PE Supervisor	9.0%	2,866	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	
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NORTH PLATTE PUBLIC SCHOOL DISTRICT
EARLY RETIREMENT INCENTIVE PROGRAM

A. QUALIFICATIONS:

1. Certificated Employee:—To be a participant a person must be a fully certified teacher or administrator.
2. Minimum Age and Years of Service: In order for a certificated employee to be eligible for this program he/she must: (a) be at least fifty five (55) years of age on or before September 1, of the calendar year of their proposed retirement, and (b) have completed 17 consecutive years of credited service to the North Platte Public School District as of September 1, 2007. Credited service shall mean continuous employment with the North Platte Public School District as a certificated employee through the employee's last year of service. Board approved military service, sabbatical and/or approved leave of absence, reduction in force, or any other leave required to be granted according to law, shall not be included as credited years of service, but such events shall not disrupt continuous employment for purposes of this paragraph. A one year service credit shall be granted if more than one-half of a school year has been completed by the certificated employee. (c) Eligible employees benefits will be calculated with the appropriate 2007-2008 salary of the employee. (d) The ERIP must be used during 08-09, or 09-10.

B. ENROLLMENT REQUIREMENTS:

1. Resignation: Eligible employee participants must resign their teaching positions with the School District effective at the close of the current school year in consideration for the benefits outlined in paragraph "D" below by September 20 of the school year they plan to participate in the ERIP program.
2. Future Employment: Certificated employees participating in this program cannot return to full-time or part-time employment as a certificated employee on a continuing contract with the North Platte Public School District within one calendar year after the effective date of his/her resignation. A participant may substitute teach for the District.
3. Application: Any employee who attains the minimum eligibility requirements set forth in paragraph A above on or before September 1, shall be eligible to participate in the ERIP
4. Ineligibility: An employee who has received written notice of possible termination for reasons other than reduction in force, or who has received written notice of possible contract cancellation shall not be eligible to participate in the ERIP pending the outcome of a hearing before the Board of Education. However, if the employee chooses to forego a hearing on the matter before the Board of Education, said employee shall be eligible to participate in the ERIP upon receipt of the employee's resignation.

An employee who has received written notice of possible termination for reason of a reduction in force shall be eligible and may participate in this program if, but only if, said employee expressly waives all rights to which he or she may be entitled under the reduction in force law.

C. BENEFITS:

1. Calculation of Benefits:
 - A. An eligible employee requesting to receive the early retirement incentive program stipend shall receive a benefit equal to a percentage of the scheduled salary for their 07-08 contract. Scheduled salary refers to salary paid from the salary schedule, excluding salary paid for extra responsibility, extended contract and fringe benefits.

- B. The formula to be used to determine benefits under this program will be:
 Age (55) % of Salary (1.00) x credited years of service (as of the 07-08 school year), x unused sick leave (maximum 75 days) at the time of retirement will be paid as follows: 08-09 \$20/day, 09-10 no compensation.
- C. When calculating the disbursements of funds from the ERIP fund the following criteria will be followed for the 2008-2009 and 2009-2010 years:
1. Each year \$150,000 will be budgeted until all qualified employees are paid their entitled amount.
 2. After September 22, 2008 (5:00 p.m.) and September 21, 2009 (5:00 p.m.) a list will be compiled of eligible employees who have handed in a letter of resignation for the appropriate school year.
 3. The order of payout will be the employee with the longest seniority being paid first. If more than one employee has the same number of years of longevity, then the date the original contract was signed will determine the order. If this date is the same then a coin flip will determine the order of longevity.
 4. Employees retiring in the 2008-2009 school year will form the first list. Those retiring in the last year of the program 2009-2010 will form the 2nd list of seniority. Employees retiring in 2009-2010 cannot move ahead of an employee retiring in 2008-2009 even if they have more seniority.

Note: Benefits to be paid to employees who are less than 1.00 FTE will be prorated on the basis of current FTE to 1.00 FTE salary at the time of application (i.e .50 FTE salary = \$15,000 - Retirement would be computed at 1.00% of \$30,000 + accumulated sick leave per schedule). If an employee changes their FTE after the 08-09 calculations the ERIP will be adjusted.

2. Payment of Benefits:-Payments under this plan in any one fiscal year shall be limited to One Hundred Fifty Thousand (\$150,000); in the event that payments under the plan exceed (\$150,000) in any one fiscal year the School District reserves the right to pay staff with greater longevity as a priority. All staff members eligible and meeting all conditions of this agreement will receive their appropriate funds as they become available.

_____ Option I: Two (2) equal payments on October 20 of the first year and on September 20 of the second year.

_____ Option II: Two (2) equal payments on January 20 of the first year and January 20 of the second year.

_____ Option III: Twelve equal monthly installments beginning January 20.

_____ Option IV: When payout is \$15,000 or less the payment may be made in one installment in January.

3. Source of Funds: The School District shall pay the entire cost of the plan.

4. Administration: This Plan shall be administered by the Board of Education by and through the administration of the School District.

5. Beneficiary Designation: In order for the application to be considered complete, a beneficiary must be designated. Upon death of the employee before all benefits are paid, the beneficiary may choose to receive the remaining benefits as scheduled each year, or may opt to take the remaining funds in one lump sum on the next designated date.

6. Income Tax Consequences: Early Retirement Incentive pay has been determined to be taxable income for state and federal income tax purposes, and will be reported as a taxable retirement payment. The social security percentage and any other required state or federal withholdings would be subtracted from each payment.
7. COBRA Rights: Pursuant to COBRA, a retired employee will have the opportunity to continue participation in the School District's group health insurance plan for at least eighteen (18) months following retirement upon payment by the employee of the monthly insurance premiums.

E. ADMINISTRATION

1. Basis for Benefits: The benefits to be paid to an eligible employee for early retirement shall be based on the salary schedule in effect during the 07-08 school year, as set forth in the negotiated agreement between the North Platte Education Association and the School District.
2. Application and Waiver: An employee who elects to participate in the North Platte Public School District Early Retirement Incentive Program, and the School District, through its Board of Education, shall execute the ERIP Application and Agreement setting forth their agreement outlining the employee's participation in the Early Retirement Incentive Program, Exhibit "A" attached hereto. That Application and Agreement shall alert the employee that the North Platte Public School District Early Retirement Incentive Program is totally voluntary in nature. The Application and Agreement shall also include a specific Waiver and Release of Claims of the participants' rights under the Age Discrimination and Employment Act (ADEA) 29 USC ¶621-63 and the Act Prohibiting Unjust Discrimination in Employment Because of Age. Neb. Rev. Stat. ¶48-1001 et seq., the Employee Retirement Income Security Act of 1974 (ERISA), 29 USCS ¶1001 et seq., and all other state and federal constitutions, statutes and regulations that relate to the validity of the ERIP.

NORTH PLATTE PUBLIC SCHOOLS DISTRICT
EARLY RETIREMENT INCENTIVE PROGRAM
APPLICATION AND AGREEMENT

AGREEMENT MADE this _____ day of _____, 20 ____, between Lincoln County School District
0001 a/k/a/ North Platte Public School District, hereinafter referred to as the "School District", and
_____ of _____ (address), City of
_____ County of _____, State of Nebraska, hereinafter referred to as "Teacher".

RECITALS

- A. The School District has established an Early Retirement Incentive Program to be offered during the 20____ - 20____ school year for the purpose of encouraging eligible certificated employees who are considering an early leaving decision to accelerate their retirement plans;
- B. The Teacher is desirous of voluntarily participating in the ERIP sponsored by the School District; and
- C. The Teacher has a full time equivalency of _____ for the 20____ - ____ academic year, is fifty-five (55) years of age, on or before September 1, _____ of the school year of proposed retirement, and will have completed at least seventeen (17) consecutive years of credited service to the School District on or before September 1, 2007 and
- D. The Teacher acknowledges that participation in the ERIP program is voluntary and that the Teacher was not coerced in any manner to participate in the ERIP sponsored by the School District.

The parties to this agreement, in consideration of the mutual covenants and stipulations set forth above, hereby agree as follows:

- 1. TEACHER RESIGNATION: The Teacher hereby voluntarily, unconditionally, and irrevocably (1) resigns his/her teaching position with the School District effective at the end of the 20____ - ____ school year, a copy of the Teacher's letter of resignation is attached hereto as Exhibit "A"; (2) waives any and all further notice of action by the Board of Education to terminate the Teacher's continuing contract; and, (3) waives any and all rights the Teacher may have under Neb. Rev. Stat. §§79-12, 107 to 79-12, 12.1, as they now exist or as amended. The Teacher further authorizes the Board of Education to advertise for, and contract with, a replacement certificated employee for the Teacher's position for the 20____ - ____ school year. The School District hereby unconditionally and irrevocably accepts such resignation.

2. EARLY RETIREMENT BENEFITS: In consideration for the Teacher's resignation, set forth in paragraph 1 above, the Teacher shall receive the following benefits, to wit:

(a) Early Retirement Benefit: A Teacher shall be paid the sum of \$ _____, which was calculated based on the following formula, to wit:

One Percent (1.00%) of the teacher's base salary figure for the 2007 - 2008 school year multiplied by the number of years of credited service, as of 2007-2008 plus unused sick leave @ the appropriate rate up to seventy-five days (75) at the time of retirement. No extra duty or extended contract pay shall be calculated into this formula.

(b) Payment of Benefits: The teacher elects the following payment options (check one option only):

_____ Option I: Two (2) equal payments on September 20 of the first budget year and on September 20 of the second budget year;

_____ Option II: Two (2) equal payments on January 20 of the first year and January 20 of the second year;

_____ Option III: Twelve equal monthly installments beginning January 20.

_____ Option IV: When payout is \$15,000 or less the payment maybe made in one installment in January.

(c) Beneficiary Designation: The Teacher hereby designates _____ whose address is _____, Social Security No. _____, to be his/her beneficiary in case of his/her death. Any monies due the Teacher will continue to the beneficiary until the total benefit distribution is paid in full pursuant to the provisions of this agreement.

(d) Tax Consequences: Early Retirement Incentive pay has been determined to be taxable income for state and federal income tax purposes, and will be treated as such. It will be reported as a taxable retirement payment. The social security percentage and any other required state or federal withholdings will be subtracted from each payment to the retiree.

3. WAIVER AND RELEASE OF CLAIMS: By entering into this Agreement the Teacher hereby waives his/her rights under the Age Discrimination in Employment Act (ADEA) and the Older Workers Benefit Protector Act (OWBPS), 29 USC ¶621-634, the Employee Retirement Income Security Act of 1974 (ERISA), 29 USC ¶1001 et. seq., and the Act Prohibiting Unjust Discrimination in Employment Because of Age, Neb. Rev. Stat. ¶48-1001 et seq., and all other state and federal constitutions, statutes and regulations that relate to the validity of the ERIP, or any rights or claims

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