

**NORTH PLATTE PUBLIC SCHOOLS
NORTH PLATTE, NEBRASKA**

**NORTH PLATTE BOARD OF EDUCATION
and
North Platte Education Association-Para-Educators**

2019-2020 and 2020-2021 Negotiated Agreement

THIS AGREEMENT IS MADE AND ENTERED INTO effect August 12, 2019, by and between the Board of Education of the Lincoln County School District 56-0001 a.k.a North Platte Public School District (hereinafter referred to as the "Board" or "District" or "School District" as the context may require) and the North Platte Education Association - ParaEducators (hereinafter referred to as the "Association").

- A. Recognition: The Board recognizes the Association as the exclusive and sole collective bargaining representative for all Para-Educators employed by the District.

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

- C. Compensation:**
 - a. Para-Educator Hourly Rate Pay Scale: Para-Educators are non-exempt, hourly "at-will" employees and shall be compensated on the basis of the Para-Educator Hourly Rate Pay Scale set forth in the Classified Employee Handbook and incorporated herein by this reference.
 - i. Para-Educators on Levels 1-12 will receive a one (1) level move for the 2019-2020 school year. Para-Educators that have been on Level 13 for the 2018-2019 school year will receive a 2% wage increase for the 2019-2020 School Year.
 - ii. All Para-Educators will receive an increase of .20 increase to all levels on the salary schedule for the 2020-2011 school year, no level movement.
 - b. Initial Placement on the Para-Educator Hourly Rate Pay Scale: Initial placement on the ParaEducator Hourly Rate Pay Scale shall be determined as follows:
 - i. Prior Experience as Teacher or Para-Educator: For each year of full time experience as a Para-Educator or certificated teacher documented and accepted by the District, a newly hired Para-Educator shall be credited with one level above the Entry Level Stage on the Para-Educator Hourly Rate Pay Scale. Part-time experience will be equivalent to 1/2 credit of full time experience.

- ii. Educational Attainment: A newly hired Para-Educator or a currently employed Para-Educator attaining additional education shall be credited levels on the ParaEducator Hourly Rate Pay Scale as follows:
- iii. An Associate's degree or 60 hours of college credit will be granted a one-time advancement of two levels for educational attainment on the Para-Educator Hourly Rate Pay Scale.
- iv. A Bachelor's degree will equate to a one-time advancement of four levels for educational attainment on the Para-Educator Hourly Rate Pay Scale. If a Para-Educator was previously granted two levels for Associate's Degree or 60 hours, the Bachelor's Degree will be limited to two levels.
 - 1. The maximum initial placement will be step 10.
 - 2. Category of Assignment: The Para-Educator Hourly Rate Pay Scale (Appendix J in Classified Handbook) shall differentiate between categories of assignments providing hourly rate compensation levels in Category 1, 2, and 3.
- c. **Certified Para-Educator:** A certified Para-Educator is a Para-Educator that holds a teaching certificate or local sub certificate, but is currently working under the Para-Educator agreement. When a building administrator needs a substitute teacher and all options have been exhausted, the administration can request the certified para educator to teach. The Certified para educator may only sub-teach in their assigned building. No long term subbing would be permitted/approved. They will then be paid under the NPPSD substitute teaching handbook. Certified para-educator will be paid at the prorated hourly rate of a substitute. Any para-educator paid greater than prorated hourly rate of a substitute would stay clocked in at their regular rate, certified Para Educators will stay clocked in over their lunch hour.
- d. **Training:**
 - i. Para Educators are to report to their assigned school the day before students begin.
 - ii. Para Educators have the option to work the day after the student's final day.
 - iii. Para Educators shall be compensated on the basis of the Para- Educator Hourly Rate pay scale set forth in the Para-Educator Agreement for any required Para training before or after their assigned time, as needed, to complete the training in the allotted time allowed. (Safety videos, Suicide Prevention, CPI, CPR, NSCAS or any other training specified by the District. Para-Educators must utilize the district's time management system to clock in and out for trainings. Para Educators unable to complete online training during their regular work hours may complete training after their regular work hours, but the staff will be authorized so many hours and a certification must be turned in for verification.
- e. **Holiday Pay;** classified staff scheduled full time, six (6) hours per day or more will receive two (2) paid holiday per year. The following is the paid holiday; Labor Day and Thanksgiving. Payments are based on the staff person's regular hourly

rate for hours worked per regular work day. A work day will be defined as the number of hours a paraeducator is regularly scheduled to work.

- f. **Payment of Compensation:** Any Para-Educator working over 20 hours will have the option of being paid over 12 months, if they are hired after 12/31 then they have the option of being paid monthly. If they chose to be paid monthly, then they are not eligible for Health Care or Life Insurance until August at open enrollment. All other Para-Educator shall be paid for each month for which services are performed unless the Para-Educator elects in writing by September 1 annually to have compensation over a school fiscal year (September 1 through August 31) paid over a twelve month period based upon calculated, scheduled hours. All overtime (if any) greater than 40 hours is paid in the next month when it is earned. Once accrued leave is exhausted, the deduction will be made in the next payroll date.
- g. Para-Educators who work 20 hours or greater will receive a \$10,000 term life insurance policy.

D. Leaves

- a. A day will be defined as the number of hours a Para-Educator is regularly scheduled to work. For example, a Para-Educator regularly scheduled to work 5 hours per day will earn 5 hours of sick leave per month, and a Para-Educator regularly scheduled to work 3 hours per day will earn 3 hours of sick leave per month
- b. Sick Leave: Para-Educators will earn sick leave at the rate of one day per month of service provided that the Para-Educator works twenty-five (25) hours of service per month. A day will be defined as-the number of hours they are regularly scheduled to work.
- c. Sick leave hours shall be accumulated to a maximum of 600 hours. All current accumulated sick leave hours will continue with this Agreement. Sick leave may be used for medical appointments, illness, accidents or injury to the employee, spouse, children and their spouses, parent, step-parent, parent-in-law, grandparents, siblings, grandchildren, and individuals living in the same household as the Para-Educator. When an employee leaves work due to stated sick leave, leave must taken in ½ hour increments before returning to work.
- d. Sick Leave Incentive Program: Employees will receive a sick leave benefit if the following conditions are met: 1. 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, 2015 for the 2015-2016 school year. 2. 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 para-educator). The employee will be paid their accumulated sick leave in January of the following year of their resignation according to the following formula: (Hourly rate x (total sick leave hours x 40%)).

- e. **Bereavement Leave:** Up to five work days of paid bereavement leave shall be granted for absence from work due to death of the following: spouse, children and their spouses, parent, step-parent, parent-in-law, step children, siblings, and individuals living in the same household as the Para-Educator. Up to 16 hours, at regular time rate for hours assigned daily, may be granted for the death of the following: brother/sister in law, grandparent, niece, nephew, aunt, and uncle. In addition, the equivalent of one work day of bereavement leave will be granted for the death of a friend. All bereavement leave can be taken in a minimum of two hour increments.
- f. **Paid Time Off (PTO):** All Para-Educators will receive 2 days of paid time off. A day will be defined as-the number of hours they are regularly scheduled to work.
 - i. Para-Educator can accumulate twice their yearly allocation of PTO. Upon termination of employment with official resignation, PTO would be paid in July to staff member.
 - ii. Para-Educators hired after March 1st will not receive paid time off until July 1 of that same year. Paid Time Off must be used in no smaller than 1/2 hour increments.
- g. Hourly staff not required to report on weather related days will have the option to work the first PLC day after the weather related absence (only) to make up for lost hours or the option of using Personal Time Off (PTO). A day will be defined as the total number of hours that is regularly scheduled. Building Secretaries must be notified within 24 hours after snow day(s) are called that staff are choosing to use their Personal Time Off (PTO)
- h. Para-Educators hired after March 1st will not receive personal leave until July 1 of that same year. Sick leave will accrue as appropriate to the position.
 - i. **Association Leave:** The Officers of the Association shall be granted an aggregate of two days per year to be used to attend meetings sponsored by the local, state or national Education Association.

E. Grievance Procedure:

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

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

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

- ii. Grievant: Para-Educator, group of Para-Educators, or the Association making the claim. Any employee has the right to have a representative of their choice at any step of the grievance procedure.
 - iii. Time Limits: All time limits shall consist of Para-Educator working days except when a grievance is submitted after the end of the school year; the time limits shall consist of all week days Monday through Friday. The number of days indicated at each level should be considered maximum and every effort shall be made at all levels to expedite the process. Failure of any grievant to comply with the time limits contained herein shall constitute a waiver of right to appeal to the next step. Failure of the Board or its representatives to comply with the time limits at any level shall permit the grievant to appeal the grievance to the next level.
 - iv. Grievance Meetings or Hearings: All meetings and hearings under this procedure up to and including Step 2 shall be conducted in private and shall include only the administration's representatives, the grievant, and the grievant's designated representatives.
- b. The Procedure
- i. Informal Resolution. The parties believe that it is usually most desirable for an employee and the District to resolve problems through free and informal communications. When requested by the Para-Educator, a representative of the Association may assist in this resolution. However, when the grievance remains unresolved, then the grievance shall be processed as follows:
 - ii. **Step 1.** The request or complaint should be made in writing to the Para-Educator's immediate supervisor. The supervisor should then have five (5) working days to respond the grievance and give an answer in writing.
 - iii. **Step 2.** If the grievance has not yet been settled, the Para-Educator may pursue further action by filing the grievance within five (5) working days to the Superintendent of the Schools or their designated representative. The Superintendent or their designated representative shall arrange for a meeting to be held within ten (10) working days in order to discuss the grievance. A written answer to the grievance will be provided within five (5) working days after the conclusion of the meeting.

F. Health Care

- a. Eligibility: Only Para-Educators that are scheduled to work an average of thirty (30) hours per week based upon the employee's work calendar, weeks school is in session and designated work days, will be eligible to enroll in the health and dental insurance plan provided under this section (Eligible Employee).
- b. Plan Type: For the 2019-2020 and 2020-2021 school and contract year the School District shall contract for and provide Eligible Employees access to the

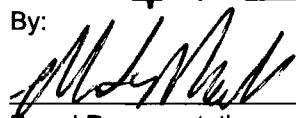
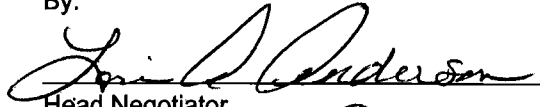
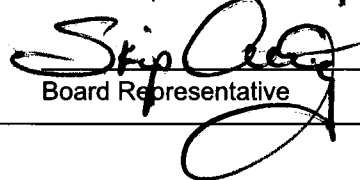
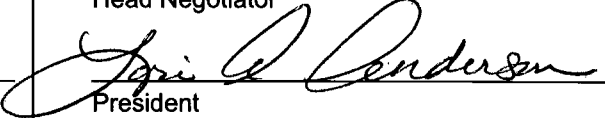
- Educators Health Alliance (EHA) \$1,900 Deductible (Highest Cost)/\$3,500 Deductible HSA-Eligible (Dual Option Only) (Lowest Cost) health (Dual Option Plan), or the successor plan established by the EHA for the 2019-2020 plan year.
- c. Plan Year: The EHA plan year during which coverage under this section will be provided shall be from September 1, through August 31 for each year of this Agreement (Plan Year).
 - d. Deductible Election: Each Eligible Employee shall make an election for each Plan Year of the level of deductible, either the \$1,900 Deductible/\$3,500 Deductible HSA-Eligible (Dual Option Only) health plan (Deductible Election). The Eligible Employee may elect one of the following level of coverage under either deductible plan subject to the premium contribution provisions set forth below: Employee; Employee/Child(ren), Employee/Spouse; or, Employee/Spouse & Child(ren).
 - e. Employee-Self-Only Coverage - Eligible Employee/Employer Premium Contributions toward the Cost of Health insurance:
 - i. Employee/Self-Only Coverage: Each Eligible Employee electing to enroll in Employee/Self-Only coverage under the Dual Option Plan regardless of their respective Deductible Election shall make a health insurance premium contribution pursuant to a salary reduction agreement for such Employee/Self-Only level of coverage in an amount equal to 9.50% (or the applicable affordability percentage under the Affordable Care Act and accompanying regulations) of the employee's "monthly rate of pay". For each such Eligible Employee electing to enroll in the Dual Option Plan, the District shall make a supplemental health insurance premium contribution on behalf of the employee in an amount equal to the difference between the cost of the premium for the Lowest Cost self-only coverage (the \$3,500 Deductible HSA-Eligible level of coverage) and the Employee Contribution (Premium Supplement).
 - ii. Eligible Employee Payment of Excess Premiums: The District's Premium Supplement contribution, if any, under this provision is not dependent on or altered based upon the deductible plan (\$1,900 Deductible or the \$3,500 Deductible HSA-Eligible (Dual Option Only)) actually elected by the employee. The Eligible Employee electing the \$1,900 Deductible Plan shall be responsible for any additional premium cost for the Employee/Self-Only coverage over and above the Employer's Premium Supplement through a salary reduction agreement under the School District's Section 125 plan.
 - f. Dependent Coverage - Eligible Employee Premium Contributions toward the Cost of Health Insurance: Each Eligible Employee electing dependent coverage (Employee/Child(ren), Employee/Spouse; or, Employee/Spouse & Child(ren)) shall be solely responsible for payment of the cost of the premiums for such

dependent coverage over and above the contributions toward the cost of Employee/Self-Only coverage in subparagraph "e.1." above through a salary reduction agreement under the School District's Section 125 plan.

g. Dental Insurance: If employee elects dental insurance it is the responsibility of the employee

G. Duration of Agreement: This contract shall be effective on August 12, 2019 and shall continue in effect for the 2019-2020 school year and the 2020-2021 school year. If a new substitute contract has not been duly entered into prior to the end of the 2020-2021 school year, the terms of this contract shall continue in full force until the substitute contract is adopted.

In witness whereof the parties hereto caused this contract to be signed by their thereon, all on this day and year set forth in signature block below.

Lincoln County School District 56-0001, a/k/a North Platte Public School District	North Platte Education Association - Para Educator
Dated this <u>9</u> day of <u>September</u> , 2019. By:  Board Representative	Dated this <u>10th</u> day of <u>September</u> , 2019. By:  Head Negotiator
 Board Representative	 President

North Platte Public Schools						
Para-Educators						
Level	August 1, 2019-July 31, 2020			August 1, 2020-July 31, 2021		
	Category			Category		
	1	2	3	1	2	3
1	11.00	12.70	16.23	11.20	12.90	16.43
2	11.20	12.95	16.57	11.40	13.15	16.77
3	11.44	13.25	16.96	11.64	13.45	17.16
4	11.69	13.55	17.37	11.89	13.75	17.57
5	11.95	13.85	17.77	12.15	14.05	17.97
6	12.19	14.15	18.04	12.39	14.35	18.24
7	12.44	14.45	18.44	12.64	14.65	18.64
8	12.70	14.74	18.97	12.90	14.94	19.17
9	12.94	15.05	19.38	13.14	15.25	19.58
10	13.19	15.34	19.78	13.39	15.54	19.98
11	13.44	15.65	20.17	13.64	15.85	20.37
12	13.68	15.95	20.59	13.88	16.15	20.79
13	13.93	16.24	20.96	14.13	16.44	21.16

Para-Educators that have been on Level 13 for the 2018-2019 school year will receive a 2% wage increase for the 2019-2020 School Year.

Para-Educators that received a 2% increase for 2019-2020 on Step 13, will receive a .20 increase in 2020-2021

Level Does not equal years in district

All placement will be at the discretion of Human Resources with input from building principals, facilitators, and directors.

Category

1: Building / Program Support

a. Staff assigned to this category do not provide direct individualized support to identified students.

b. Staff are assignable to classrooms and programs by building principals, supervisors, and/ or Directors.

May include: Classroom, Library, Office, Accompanist, Kids Klub, Special Education (cased upon assignment and students being served), Title

2: Focused Student Support

a. Staff assigned to this category provide focused support to students with special needs or behavior needs as identified by Individualized Education Plan (IEP), behavior plans, or discretion of building principal, supervisor, or Directors.

b. Kids Klub staff assigned to this category are assigned to specific sites and are tasked with managing staff and students without direct supervisory support. These staff members serve the role as Coordinator or Co-Coordinator.

c. Staff assigned to this category may be required to have additional certification such as bus driving, CPI, and/ or other certification as identified by administration.

May include: Special Education Bus Driver, Kids Klub Coordinator, Job Coach, Health, ISS, Behavior Support, Special Education (cased upon assignment and students being served)

3: Specialized Support

a. Staff assigned to this category provides specialized medical licensure as required by needs of student.	
b. Staff assigned to this category provide specialized support as required by language interpretation for students.	
May Include: LPN, Sign Language Interpreter, ELL	
Notes:	