

**AGREEMENT BETWEEN THE
LINCOLN BOARD OF EDUCATION AND THE
LINCOLN PARAEDUCATOR ASSOCIATION**

2010-2011 and 2011-2012

**ARTICLE I
RECOGNITION**

- 1-1. The Board of Education recognizes the Lincoln Paraeducator Association as the exclusive bargaining agent for all Lincoln Public Schools paraeducators. The Board of Education agrees to "negotiate" with the Lincoln Paraeducator Association for the purpose of determining salary, working conditions and fringe benefits.

**ARTICLE II
NEGOTIATION PROCEDURES**

- 2-1. Negotiations shall be conducted as follows:
- a. On or about November 1, the Association shall transmit to the Superintendent of Schools and the Board of Education a request to be recognized as the official bargaining unit for Paraeducators.
 - b. Negotiation meetings between the Board or its designees and Association will be established to present relevant data, exchange points of view, and make offers and counteroffers.
 - c. Upon request of either party, the other will make available for inspection, its records and data pertinent to the subject of concern.
 - d. The agreement reached by both negotiation teams shall be reduced to writing, submitted to the Board and Association for ratification, and following ratification, shall be signed by the parties.
 - e. Should an impasse develop, the parties shall use the procedures provided in state statutes to resolve the impasse. Prior to the use of statutory procedures, other alternatives may be considered to attempt to resolve the apparent impasse.

**ARTICLE III
GRIEVANCE PROCEDURE**

- 3-1. Purpose. The purpose of the grievance procedure is to resolve disputes arising from the administration of the negotiated agreement.
- a. The grievance procedure set forth in this document shall not be used to change any provision of the negotiated agreement or any policy bylaws, rules, or policies of the school district as established by the Board of Education or the administration of the Lincoln Public Schools.

- b. Any employee shall have the right to have a representative of their choosing of the Association present at any step of the grievance procedure.
- c. A grievance is defined as an alleged violation of the negotiated agreement.
- d. (Optional) There shall be a grievance committee of three or more members of the Association selected as the Association may determine. All employees in the group and the Superintendent of Schools shall be advised of the names of those serving on the grievance committee. Employees may or may not confer with this committee as their own interests dictate.
- e. STEP 1 (Informal) - The request or complaint shall be orally made to the employee's immediate supervisor within 20 days of the occurrence. The supervisor shall then have five (5) working days to respond to the grievance and give an answer to the employee. A grievance should be initiated promptly.

STEP 2 - A grievance which has not been settled in Step 1 above and which the employee wishes to pursue further must be filed promptly and in every case within five (5) working days after the receipt of the answer from the employee's immediate supervisor as provided in Step 1 above. At this step the grievance must be reduced to writing and served in triplicate, on the supervisor. In reducing a grievance to writing, the following information must be stated with reasonable clarity: the exact nature of the grievance, the act or acts of commission or omission, the approximate date of the act or acts of commission or omission, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, and the remedy which is sought. The supervisor shall then arrange a meeting with the employee, with or without an Association representative being present, at the discretion of the employee, in order to attempt to resolve the grievance. The supervisor will answer the grievance in writing within five (5) working days after the meeting.

STEP 3 - A grievance which has not been settled in Step 2 above and which the employee wishes to pursue further must be filed promptly and in every case within five (5) working days after receipt of the answer provided for in Step 2 above. Notice of a desire to further process the grievance must be served, in writing, in triplicate, with the Associate Superintendent for Human Resources, or his designated representative. After receipt of the notice of a desire to pursue the grievance further, the Associate Superintendent for Human Resources shall arrange for a meeting to be held within five (5) working days in order to discuss the grievance. The Associate Superintendent for Human Resources will provide the employee with a written answer to the grievance within ten (10) working days after the conclusion of such meeting.

STEP 4 - A grievance which has not been settled in Step 3 above and which the employee wishes to pursue further must be filed promptly and in every case within five (5) working days after receipt of the answer provided for in Step 3 above. Notice of a desire to further process the grievance must be served, in writing, in triplicate, with the Superintendent of Schools, or his/her designated representative. After receipt of the notice of a desire to pursue the grievance further, the Superintendent of Schools shall arrange for a meeting to be held within ten (10) working days in order to discuss the grievance. The Superintendent of Schools will provide the employee with a written answer to the grievance within ten (10) working days after the conclusion of such meeting.

STEP 5 - If a satisfactory settlement is not reached at Step 4, the aggrieved party must file his/her grievance in writing with the Board of Education within five (5) working days of the date a response from Step 4 is received. The board or a committee thereof shall conduct a hearing with the aggrieved party and his/her representatives within fifteen (15) working days of receipt of the

grievance. A written answer must be given by the board within thirty (30) working days of the date it received the grievance. Such decision of the Board of Education shall be final except proper redress may be sought through the legal process should the employee elect to do so.

3-2. General Conditions

- a. **No Reprisals.** The use of the grievance procedure by any employee shall in no way result in prejudice to his/her employment status or result in any other form of reprisal.
- b. **Time Limits.** The time limits stipulated shall be considered as a maximum to insure resolving grievances as rapidly as practical. Time limits may be extended only under conditions of written mutual consent by the grievant and the employer.
- c. **Failure to Meet Time Limits.** Failure of the aggrieved party to proceed to any step of the grievance procedure within prescribed time limits set forth shall be considered to be a waiver of any other grievance procedure considering the particular grievance. Failure of any administrator to meet time limits for any step of the grievance procedure shall allow the aggrieved party to proceed to the next step of the grievance procedure.
- d. If the Association considers that any grievance is applicable to more than one employee, a grievance procedure may be initiated on behalf of the aggrieved group by the Association. The grievance shall commence at Step 3 of the grievance procedure.
- e. Grievance documents are not placed in the employee's personnel file in Human Resources. A separate grievance file may be maintained, however, by the Supervisor of Employee Relations. Grievance information is not used for any evaluative purpose regarding the employee and is not accessible to other district supervisors or to outside employers.

**ARTICLE IV
SALARIES AND WORKING CONDITIONS**

- 4-1. Paychecks. Paraeducators who are employed for the entire school year will be paid in twelve (12) equal salary payments unless the paraeducator chooses the ten-month plan outlined below. Newly hired employees and employees who terminate employment will be paid according to the schedule developed by the Payroll Department.

Paraeducators have the option of receiving their annual salary in ten (10) monthly payments from September through June. By exercising this option, paraeducators may not elect to enroll in any of the insurance options offered by the school district as part of the fringe benefit program. Electing to take the annual salary in ten installments from September through June does not change the total compensation but does serve to increase the monthly gross salary for each of those months.

If an employee wishes to elect the 10-month payment option, the employee must sign the appropriate form and the form must be received by the Payroll Office, Box 32, LPSDO on or before July 15 prior to the school year to which the election applies or, for employees employed after July 15, prior to the first day of work. The election will remain in effect indefinitely as long as the employee is employed and this election is available to the employee group. The employee may revoke the election effective for a future school year by submitting a written revocation prior to July 15th of the school year for which the revocation relates. Such revocation must be received by the Payroll Office, Box 32, LPSDO on or before July 15th of the school year for which the revocation relates. If an employee experiences a qualifying

event which would allow the employee to enroll in health insurance, that employee may revoke the ten-month payment option in order to enroll in health insurance.

Paraeducators who do not choose the 10-month pay option may choose to receive their June, July and August paychecks at one time at the end of June.

If an employee wishes to elect the accelerated payment option, the employee must sign the appropriate form and the form must be received by the Payroll Office, Box 32, LPSDO on or before July 15 prior to the school year to which the election applies or, for employees employed after July 15, prior to the first day of work. The election will remain in effect indefinitely as long as the employee is employed and this election is available to the employee group. The employee may revoke the election effective for a future school year by submitting a written revocation prior to July 15th of the school year for which the revocation relates. Such revocation must be received by the Payroll Office, Box 32, LPSDO on or before July 15th of the school year for which the revocation relates.

- 4-2. Salaries. The 2010-2011 and 2011-2012 salary schedules for LPS paraeducators contain no steps. Minimum and maximum salaries have been identified for each para group. The salary increases each year will either be on a cents per hour basis, a percentage of salary basis, or a combination of the two.

Paraeducator Group	Minimum Hourly Rate 10-11 / 11-12	Maximum Hourly Rate 10-11 / 11-12
I	10.21 / 10.26	12.49 / 12.55
II	10.85 / 10.90	13.14 / 13.21
III	11.47 / 11.53	13.80 / 13.87
IV	12.43 / 12.49	14.77 / 14.85

- Group I General Instruction, Media, ELL, Title I Paras, and Security Entrance Monitors
- Group II MH Mild, MH Moderate, LD/Resource, and Hearing Impaired Paras
- Group III BD, Middle School Computer Lab, In-School Support/Recovery, Response to Intervention, and EXCITE Paras
- Group IV Motor Activity, MH Severe/Profound, ECSE, Homebase, BD II½, Orthopedic and One-on-One Paras

From time to time the Board of Education, when it is determined to be in the best interest of the school district, may increase salaries of one or more groups of paraeducators in addition to the amounts negotiated. The board may also move groups of paraeducators to a higher paying paraeducator group in order to make the wages more competitive in the job market.

In pursuing compliance with requirements of Federal or State educational programs, the Board of Education may increase salaries of certain paraeducators based upon assignment, education level and/or other qualifications. Any information or decisions concerning requirements of Federal or State educational programs that affect any or all paraeducators will be made available in a timely manner to the LPA Board or the Board’s designees.

In addition to the above salary, a service year stipend will be paid. See Appendix A for stipend rates.

Eligibility begins in the fiscal year following the completion of the number of years of continuous LPS service in any capacity (except as a substitute or an hourly employee working sporadically). An approved leave of absence does not cause a break in continuous service, but the time away from work

during the leave of absence does not count as credited work experience. Beginning in 1998-99, paraeducators hired prior to October 1 their first year with Lincoln Public Schools will have that year count toward the stipend.

4-3. Work Schedule - Days and Hours of Work.

- a. The general work calendar will contain 185 work days during the 2010-2011 and 2011-2012 school years.
- b. The working hours vary according to the specific job classification. Any modifications of these hours must be approved by the Associate Superintendent of Human Resources.

4-4. Summer School. Current paraeducators with an LPS work assignment who serve as a paraeducator during the summer school session will receive a wage within the range for the paraeducator category in which they are assigned for the session. The wage paid to the paraeducator within that salary range is based upon the paraeducator's relative placement within the salary range for the paraeducator's assignment during the school year.

4-5. Overtime Pay. All requests for overtime must be requested by the immediate supervisor and must receive prior approval from the Associate Superintendent for Human Resources.

Overtime pay must be paid for each hour worked in excess of the maximum workweek (40 hours), applicable to the type of employment in which the employee is engaged. All hours paid but not worked do not count toward the 40-hour threshold for payment of overtime.

Overtime pay must be paid at the rate of not less than 1½ times the employee's regular rate of pay for all hours worked in excess of the maximum workweek.

The employee may request compensatory time in lieu of overtime pay, with approval of the immediate supervisor, with the rate figured as 1½ times the number of hours worked in excess of 40 hours in any workweek.

4-6. Staff Development Workshops.

- a. Planned staff development activities will be jointly developed by the Association, the Staff Development Office, and the Human Resources Office. Paraeducators who attend these approved workshops will be paid for their attendance, if beyond regular duty hours.
- b. Staff development courses - Paraeducators will be eligible to attend, on a space available basis, courses found in the staff development catalog. Workshops and other inservice training programs for certificated staff will also be available to paraeducators subject to space restrictions. Other staff development opportunities exclusively for paraeducators may be scheduled during the school year. District will pay individual's hourly wage up to fifteen hours annually for non-duty time spent in workshops, if the staff development does not interfere with planned development activities of the supervisor.
- c. Level 1 Core competencies - A \$100 stipend will be paid to each paraeducator who has completed the four specified staff development courses identified as Level 1 Core Competencies. The stipend will be paid as part of the paycheck following completion. The core competencies are entitled: 1) Driving 55: What are the legal and ethical limits for paraeducators?; 2) Building Successful Teams; 3) Role Clarification for Paraeducators; and 4) Management of Student Behavior. The

stipend will be paid only to those paraeducators who have not previously received the stipend from the completion of the four (4) courses listed above. The \$100 stipend for the voluntary completion of the core competencies is the total compensation for all time necessary for the completion of the competencies.

- 4-7. Appraisal. All paraeducators shall be appraised according to the schedule established by the school district. Each employee should be given a copy of the appraisal. A copy of the appraisal will be placed in the employee's personnel file in the Human Resources Department

Paraeducators are requested to sign the completed form following an appraisal conference with his/her supervisor. The paraeducator's signature indicates that he/she has seen the appraisal document but does not indicate agreement with the rating. If a paraeducator wishes to rebut an appraisal, he/she may submit a written statement to Human Resources to be placed in his/her employment file.

- 4-8. Employment. Paraeducator personnel are employed on an at-will basis. Upon the completion of a school year, the paraeducator may be rehired for the next school year based upon the needs of the district. The needs of the district include, but are not limited to, the needs of the students to be served, financial constraints, the abilities of the paraeducator, and any state or federal statutes and regulations.

If the district is going to retain the services of a paraeducator for the following year, notification of next year's assignment is to be made as soon as feasible.

Paraeducators who have worked a minimum of two years for the Lincoln Public Schools and who leave the district, if re-employed within two years of the separation date, will receive the same relative salary position within the salary range he/she was located at the time of separation from the district.

- 4-9. Vacancies Notification. Paraeducators may view and apply for paraeducator vacancies via the LPS Recruitment center found on the LPS web site.

Paraeducators currently employed will be given consideration prior to employing new paraeducators.

- 4-10. Non-Student Days. Non-student work days as part of the general work calendar may be assigned in a building at the discretion of the principal.

- 4-11. Rest Break. Each employee will be entitled to a rest break according to the following schedule.

Hours Per Day	Total Minutes
8 hours	30 minutes
6 hours	20 minutes
4 hours	15 minutes
Less than 4 hours	No break time

Scheduled breaks will be arranged with the building administrator or supervisor.

- 4-12. School Cancellation Days. If school is cancelled for students and is not to be made up district-wide, the principal shall make the decision concerning if and how the time will be made up. If the principal determines that the day is not to be made up, the paraeducator can use available emergency leave. If the paraeducator has no emergency leave, special leave may be used. If the paraeducator has no available special leave, a maximum of two days of sick leave may be used. If no emergency, special or sick leave is available, the paraeducator will receive no compensation for the day.

If the principal determines that the paraeducators are to work on the day of school cancellation and the paraeducator is unable to attend, the para must use available appropriate leave or receive no compensation for the day.

If the time is to be made up, it will be done in a manner that does not cause the paraeducator to work over 40 hours in a week.

ARTICLE V LEAVES

5-1. Sick Leave. Less than twelve (12) month employees will receive sick leave at the rate of ten (10) days per year with a total accumulation of up to one hundred eighty-five (185) days.

- a. Provision is made for sick leave during the course of the work year. Absence due to personal injury or accident not arising in the course of employment, absence due to illness of a person residing in the same home as part of the family, and also children, parents, parents-in-law, and siblings not residing in the same home, and absence due to quarantine laws of the State are interpreted as sick leave available.
- b. Employees may use available sick leave days if they or their spouse are required to participate in the Employee Assistance Program (EAP).
- c. Sick leave borrow - Paraeducators who have been with LPS for five years or more, and have exhausted their sick leave may borrow up to 10 days from their next year's sick leave allotment. It is understood that next year's sick leave allotment will be reduced by the number of days borrowed. If the employee resigns, the final warrant will be reduced by the number of borrowed days used.
- d. Employees who separate from the Lincoln Public Schools following ten (10) years of employment in any capacity (except as a substitute or an hourly employee working sporadically) will receive four dollars (\$4.00) per hour for each hour of accumulated sick leave. If employees separate from the school district after fifteen (15) or more years of service, they will receive five dollars (\$5.00) for each hour of accumulated sick leave. If employees separate from the school district after twenty (20) or more years of service, they will receive six dollars (\$6.00) for each hour of accumulated sick leave. If an employee's first workday with the school district is prior to October 1, that year will count as a year of service toward eligibility for pay for unused sick leave.

A payment for unused accumulated sick leave upon retirement, which meets the qualifications of the district non-elective 403(b) plan, will be paid through a contribution to such plan subject to the annual contribution limit under Internal Revenue Code (IRC) section 415. Any amount in excess of the annual contribution limit of IRC section 415 will be paid as taxable compensation to the retiree.

5-2. Emergency Leave. Employees shall be granted a maximum of three (3) emergency leave days annually for the purpose of attending to EMERGENCIES.

Request for absence to be classified as emergency leave will be made to the Associate Superintendent for Human Resources in writing on a Request for Leave Form explaining the reason for the absence. The Associate Superintendent for Human Resources will determine if the absence qualifies for emergency

leave. Twenty-four hour (24) notice, when possible, shall be given by the employee to his or her immediate supervisor.

The following items are typical of approved requests for emergency leave:

- a. Transactions of serious personal business which cannot be arranged at a time other than work hours.
- b. Legal arrangements which are related to the immediate family of the employee.
- c. Compliance with court summons.
- d. Special examination administered by a university for an advanced degree program.
- e. Extension of bereavement leave.
- f. Immediate family emergencies which are beyond the control of the employee, i.e., surgery, serious illness, after sick leave is exhausted.
- g. Absence of an employee resulting from mandatory pre-induction physical examination requested by the Selective Service System, Reserves and National Guard.
- h. To participate in religious observance obligation which cannot be fulfilled prior to or after the normal work day schedule.
- i. To attend the funeral of a friend, relative, or acquaintance, if not covered by death leave.
- j. To attend the graduation or wedding of the employee or members of the employee's immediate family.
- k. Extend sick leave when it becomes exhausted.

Emergency leave days (hours) that are unused during the current school fiscal year will rollover and become part of the employee's accumulated sick leave balance the following school fiscal year. The maximum sick leave accumulation will remain equal to the number of days in the employee's work year.

- 5-3. Worker's Compensation. Employees will be provided workers compensation leave as required by state statutes. Employees are required to immediately report any work-related injury and/or work-related medical condition to their supervisor, call Risk Management, and complete all appropriate paperwork.

Worker's compensation salary benefits do not begin until seven (7) calendar days after the date of injury. Employees who sustain a compensable work-related injury will not be docked for the work days missed, due to the injury, that fall within that seven (7) calendar days. In addition, employees will not be docked for time spent receiving medical treatment related to the injury. If an employee is disabled beyond six (6) weeks, worker's compensation benefits will be paid for the first seven (7) days. At that time, the amount paid under worker's compensation for the seven days following the injury will be deducted from the employee's pay.

- 5-4. Bereavement Leave. A total of not more than five (5) working days on full pay is allowed each employee for absence in case of death to attend the funeral and/or other matters related to the family business in the

immediate family defined as spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, grandchild or person residing in the same home as a part of the family.

A total of not more than three (3) working days on full pay is allowed for each employee for absence in the case of death to attend the funeral of other members of the family, defined as brother-in-law, sister-in-law, grandparents, aunt, uncle, niece or nephew for the purpose of attending the funeral and attending to other matters related to the death. Active pallbearer service qualifies for bereavement leave.

Paraeducators may be excused, without loss of pay, for a period of up to four (4) hours, to attend funeral services of friends or relatives other than those listed above. A maximum of four hours of this leave can be used per school year. This time period cannot be extended by use of emergency leave except under Section 5-2 (i), and paraeducator personnel are required to notify their principal or supervisor for approval.

5-5. Military Leave. Staff members who are a member of the Reserves or National Guard will be entitled to military leave in accordance with applicable state and federal statutes.

5-6. Student Assault Leave. Any paraeducator missing work days due to injury as a result of a physical assault confirmed by the principal or supervisor shall not have those days charged against accumulated sick leave days. After three (3) work days, continued absence is authorized only upon recommendation of a personal physician.

5-7. Special Leave Days. Paraeducators who have been employed with LPS in any capacity (except as a substitute or an hourly employee working sporadically) for eight (8) years of consecutive service may take two days for personal leave at no cost to the employee. Beginning in 1998-99, paraeducators hired prior to October 1 the first year of service will have that year count as a year of service for the Special Leave Days. The Special Leave Days may be taken in the school year, and in each successive year, following the completion of eight (8) years of employment. The days will be agreed upon between the employee and the supervisor.

If a special leave day is unused, it will carry over to become part of the employee's accumulated sick leave the following year.

5-8. Voluntary Leave Transfer for Catastrophic Illness

The Voluntary Leave Transfer gives paraeducators the opportunity to help fellow employees by donating annual leave to employees faced with serious personal or family medical conditions that require their absence from duty for a prolonged period of time.

In order to be a leave recipient an employee must:

- a. Be a Lincoln Public Schools paraeducator.
- b. Exhaust all other types of available leave.
- c. Provide the Associate Superintendent for Human Resources, or their designee, with written confirmation from a physician on the approved LPS form that the employee or immediate family member is suffering from a medical condition requiring the employee be absent from work. For purposes of this program, immediate family shall be defined as family members residing in the same home as well as children, parents, parents-in-law and siblings not residing in the same home.

After the Associate Superintendent for Human Resources has approved an employee as a leave recipient, paraeducators may donate annual sick leave. Said donation shall be submitted in writing on the form provided by the Human Resources Office for this purpose.

Approved leave recipients may solicit leave donation from within their own building and/or use District or Association communication channels. In order to protect employee privacy, no solicitation of leave shall be undertaken without their prior approval.

Leave shall be requested in a block of time not greater than 30 days and not greater than the remainder of the current school year. The donation shall be made in whole day increments and submitted in writing on the form designated by Human Resources. Leave shall be transferred in the order received and any leave remaining shall be returned to the original contributor.

An employee may use a maximum of 30 days of donated leave within a school year. For the purpose of the donated leave program, a school year is defined as the period of time starting on September 1 and ending on August 31 for 260-day employees and the work schedule calendar for other employees.

Staff may make additional leave transfer requests if the illness extends beyond the original anticipated date. All leave transfer donations shall be treated as confidential.

Leave may be transferred to and from an employee in another employee group, if that group has a similar leave transfer for catastrophic illness and that group agrees to a reciprocating arrangement with the Association.

- 5-9. Definition of Day. In the sections above concerning leave, a day is defined as the employee's regular work assignment for the day.

ARTICLE VI FRINGE BENEFITS

- 6-1. Each year, by a date established by the District, each member must certify in which of the following optional programs he/she wishes to enroll:
1. Educators Health Alliance (Blue Cross Blue Shield of Nebraska)
 2. Disability Insurance
 3. Group Life Insurance
 4. Dental Insurance
 5. Vision Insurance
- 6-2. Each paraeducator who purchases a district health insurance policy through the Educators Health Alliance (currently Blue Cross Blue Shield of Nebraska) will receive a monthly amount toward that purchase. See Appendix A for the monthly district contributions.

If a paraeducator takes Employee+Spouse+Child(ren) coverage and his/her spouse is an LPS employee who is eligible for district EHA health insurance but who is not taking EHA health insurance, there is an additional district contribution of \$379 per month in 2010-2011 and 2011-2012.

During the month of December 2010, the employee will have no deduction for health insurance.

Eligibility for enrollment or re-enrollment in the district health plan after a leave of absence is dependent upon any applicable Family Medical Leave Act provisions, the underwriting guidelines of the health

insurance company, the district's Section 125 Flexible Benefits Plan, the rules of the Benefits Department concerning eligibility of newly hired employees, and the employee's ability to pay his/her portion of the premium through payroll deduction for the remainder of the fiscal year.

Currently, an employee must work at least 17.5 hours per week and earn enough through salary, in addition to the fringe allocation, to pay the full premium.

- 6-3. Death Benefit. The Board of Education provides an \$11,000 death benefit for each regular employee.

ARTICLE VII SPECIAL PROVISIONS

- 7-1. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, and added to, deleted from, or modified only through the mutual consent of both parties in written and signed amendments to this agreement.
- 7-2. A copy of the total agreement will be made available for individual review upon request.
- 7-3. This agreement will become effective as of September 1, 2010, and remain in full force and effect through August 31, 2012.
- 7-4. The Lincoln Paraeducator Association respectfully requests that the Associate Superintendent for Human Resources or his/her designee be the liaison for the Association. We request that he/she be available to attend a board meeting, a building representative meeting and the first general meeting in the fall to be introduced to the paraeducator membership. All members of the Paraeducator Association should contact the Associate Superintendent for Human Resources or designated representatives in the Human Resources Office regarding general questions and pertinent matters.
- 7-5. In the event that either levy election, judicial action, legislative action, or the petition process results in changes in the constitution or current statutes changing the funding available to Lincoln Public Schools, either party may reopen this agreement for the purpose of modifying the salary and fringe benefits during the term of this agreement. In the event that the district's contribution to the Nebraska Public Employees Retirement System increases, either party may reopen this agreement for the purpose of modifying the salary and fringe benefits during the term of this agreement. In the event that the Educators Health Alliance mandates an open enrollment or a special enrollment either party may reopen this agreement for the purpose of modifying the salary and fringe benefits during the term of this agreement.

It is understood and agreed that the health insurance law; the available health insurance offerings; future premium rates; and underwriting guidelines are in an unsettled status. It is agreed that either party may reopen this agreement for the purpose of modifying salary and fringe benefits during the term of this agreement in the event either party determines such to be in their best interests.

- 7-6. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Paraeducator Association

Jeanette Franklin

Chief Spokesperson

Linda Rapp

Deana Ketchmark

Board of Education

Kathy Damb

President

Chairperson of Negotiating Team

Date

APPENDIX A
Lincoln Public Schools
Paraeducator Salary Schedule
2010-11 and 2011-12

Classifications	
Para I	General Instruction, Media, ELL, Title I Paras, Security Entrance Monitors
Para II	MH Mild, MH Moderate, LD/Resource, Hearing Impaired (HI)
Para III	BD, Middle School Computer Lab, In-School Support/Recovery, Response to Intervention, ExCite
Para IV	Motor Activity, MH Severe/Profound, ECSE, BD 2 1/2, Homebase, Orthopedic, One-on-One

Paraeducator I		Paraeducator II		Paraeducator III		Paraeducator IV	
10-11	11-12	10-11	11-12	10-11	11-12	10-11	11-12
10.21	10.26	10.85	10.90	11.47	11.53	12.43	12.49
10.33	10.38	10.97	11.03	11.61	11.67	12.56	12.63
10.49	10.54	11.13	11.18	11.77	11.83	12.71	12.77
10.56	10.61	11.24	11.30	11.87	11.93	12.81	12.87
10.75	10.80	11.42	11.47	12.08	12.14	13.04	13.10
10.90	10.96	11.59	11.65	12.22	12.28	13.21	13.28
11.31	11.37	11.97	12.03	12.61	12.68	13.60	13.66
11.68	11.73	12.37	12.43	13.03	13.09	13.98	14.05
12.11	12.17	12.77	12.83	13.41	13.48	14.37	14.44
12.49	12.55	13.14	13.21	13.80	13.87	14.77	14.85

Monthly District Health Insurance Contribution

	2010-11	2011-12
Employee Only Coverage	\$466.90	\$491.42
Employee+Child(ren) Coverage	\$628.48	\$672.95
Employee+Spouse Coverage	\$711.29	\$761.63
Employee+Spouse+Child(ren) Coverage	\$939.58	\$1,006.81

If a paraeducator takes Employee+Spouse+Child(ren) coverage and his/her spouse is an LPS employee who is eligible for district EHA health insurance but who is not taking EHA health insurance, there is an additional district contribution of \$379 per month in 2010-2011 and 2011-2012

Service Year Stipend Schedule

The service year stipend for 2010-11 and 2011-12 is paid in addition to salary according to the table below.

Years Service	10-11	11-12
1	0.05	0.05
2	0.10	0.10
3 - 4	0.20	0.20
5 - 9	0.45	0.45
10 - 14	0.65	0.65
15 - 19	0.70	0.70
20 - 24	0.75	0.75
25+	0.80	0.80