

MASTER AGREEMENT

Between

**EDUCATIONAL SERVICE UNIT #1
211 Tenth Street
Wakefield, Nebraska**

and

EDUCATIONAL SERVICE UNIT #1 EDUCATION ASSOCIATION

FOR ACADEMIC YEARS

2016-17 & 2017-18

PREAMBLE

This Agreement is made and entered into this 12th day of January 2016 by and between the Board of Education of Educational Service Unit #1, in the State of Nebraska, herein referred to as the "Board" or "Unit" as the context may require, and Educational Service Unit #1 Education Association, herein referred to as the "Association".

GENERAL PURPOSE

The Board and the Association recognize the need to develop a quality educational program for the children attending the public schools in the area serviced by Educational Service Unit #1. It is a joint responsibility which can best be achieved by agreement that all parties work toward common goals. The public officials and the Association enter into this Agreement with mutual dedication, recognizing that the experience, creativity, and judgment of all parties are necessary to reach the educational needs of the community.

TERM

This Agreement shall set forth the terms and conditions of employment between the Board and the Association for school year's 2016-17 and 2017-18 and shall continue in full force and effect until superseded by a new Agreement executed by the parties or until superseded in whole or in part by an appropriate final order of the Commission of Industrial Relations.

ARTICLE I

Recognition

The Board recognizes, for the term of this Agreement, that the Association is the exclusive and sole collective negotiating representative for all teachers employed by the Unit.

Teachers shall mean all certificated teacher personnel and other professional personnel holding a position for which a certificate is required from the State Department of Education employed by the Unit.

ARTICLE II

Association Rights

A. COLLECTIVE BARGAINING

1. The Board and the Association have a mutual responsibility to monitor the administration of the provisions of this Agreement so that all certificated employees covered by its terms receive appropriate compensation and benefits.
2. Annually, by October 15, the Unit shall provide the Association President a report showing the placement of each teacher on the salary schedule, and fringe benefits provided.
3. If the Association believes that any member of the bargaining unit is not being appropriately compensated in accordance with this Agreement, it shall notify the ESU Administrator of the claimed deviation within thirty (30) days following receipt of the report. Failure of the Association to so notify the Administrator within the time frame set forth above shall constitute a waiver of any such deviation by the Association and the affected employee for the term of this Agreement.

B. ASSOCIATION USE OF UNIT PROPERTY

1. Representatives of the Association and its affiliates shall be allowed to conduct Association business on Unit property after normal ESU business hours, provided such business does not cause undue interruption of the Unit's program.

2. The Association shall be allowed the use of Unit buildings for meetings, provided such use does not result in unscheduled maintenance costs, in which case an appropriate fee for such use shall be negotiated between the parties to this Agreement.
3. The Association will be allowed the use of Unit equipment including computers, copiers, audiovisual equipment, and other standard office equipment, provided that the Board may assess the Association a reasonable fee for use of expendable supplies consumed during such use.
4. Upon administrative approval, the Association may request secretarial assistance. Labor expenses will be billed to the Association at actual cost.

C. ASSOCIATION USE OF UNIT'S COMMUNICATION SYSTEMS

The Association shall be allowed to make reasonable use of the Unit's communication systems, including teachers' mailboxes, teacher bulletins, e-mail, etc., but exclusive of telephones or other systems of communication requiring the expenditure of Unit funds. Use of such systems shall not cause unnecessary interruption within the Unit.

D. PAYROLL DEDUCTIONS

Upon written authorization from the employee, the Unit will make employee salary deductions and appropriate remittance for health insurance, life insurance, credit unions, annuities, savings bonds, charitable donations, and other insurance policies not specifically named. These deductions must be requested no later than ten (10) days prior to the date of payroll preparation for the month in which the deduction is to begin.

ARTICLE III

Grievance Procedure

A. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to a grievance which may arise effecting certificated employees with regard to the terms and conditions of employment set forth in the negotiated agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. DEFINITIONS

1. Grievance:

Any claim or claims by a certificated employee, a group of certificated employees, or the Association, that there has been a violation, misinterpretation, or misapplication of the terms and conditions of employment set forth in the negotiated Agreement.

2. Grievant:

Certificated employee, group of certificated employees, or the Association making the claim as provided in paragraph B. 1., above.

3. Time Limits:

All time limits herein shall consist of certificated working days, except when a grievance is submitted after the end of the school year. The time limits shall consist of all 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 of 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 step.

4. **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 his/her designated representatives. If the Grievant chooses to represent himself, the Association shall have the right to be present as provided in Section C of this procedure. All parties shall have the right to request a record of the proceedings of any hearing or meeting at all formal levels of the grievance procedure; provided that the cost of such recording shall be paid by the party requesting same. A copy of any record proceeding shall be made available to the other party at the other party's cost upon request. All proceedings recorded under this grievance procedure shall be by transcription by a certified court reporter. Hearings before the Board shall be open or closed at the discretion of the Grievant.

C. ASSOCIATION REPRESENTATION

1. A Grievant shall have the right to have Association representatives present at each level of the grievance procedure. When a Grievant chooses to represent himself, the Association, at its discretion, may have representatives present for any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented. Nothing herein shall be construed as limiting the right of any certificated employee to discuss his grievance informally with his immediate superior and to have the grievance adjusted informally. The Association shall be notified in writing of the issues and the settlement before the settlement becomes effective. The settlement shall be consistent with the terms of the negotiated Agreement.
2. Under this provision, the Board recognizes the grievance committee of the Association, and its grievance representatives, as parties in interest to any grievance proceeding as provided above.

D. REPRISALS

No reprisals of any kind shall be taken against any employee who utilizes this grievance procedure.

E. WITHDRAWAL OF GRIEVANCE

An employee may withdraw a grievance at any level of the procedure without fear of reprisal from any party. When the Association feels that the issues should be resolved, the Association may assume the grievance at the point discontinued by the individual and advance through the remainder of the procedure.

F. ADVANCE STEP FILING

The grievance shall initially be filed at the level where the decision resulting in the grievance was made.

G. THE PROCEDURE

When requested by the certificated employee, a representative of the Association may assist in this resolution. However, when the grievance remains unresolved, then the grievance may proceed as follows:

- STEP 1:** The employee or Association may present the grievance in writing to the employee's immediate supervisor, who will arrange for a meeting of the parties in interest within three

(3) days. The Association's representative, the Grievant, and his/her immediate supervisor shall be present at the meeting. Within two (2) days, the immediate supervisor shall provide the Grievant and the Association with a written answer to the grievance.

STEP 2: If the grievance is not resolved at Step 1, the Grievant or the Association shall refer the grievance to the Administrator or designee within six (6) days of receipt of the answer in Step 1. The Administrator shall arrange for a hearing with the Grievant and the Association's representative to take place within five (5) days of receipt of the appeal. Each party shall have the right to include in his representation such witnesses deemed necessary to develop the facts pertinent to the grievance. The Administrator will have four (4) days from the date of the hearing to provide the Grievant and the Association of his written decision.

STEP 3: If the grievance is not resolved at Step 2, the Grievant or the Association shall refer the grievance in writing to the Board Chairman within ten (10) days of the decision provided the Grievant at Step 2, above. The board Chairman shall have ten (10) days from the date the appeal is received in which to schedule a hearing on the grievance before the Board. Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance. The Board will have five (5) days from the date of the hearing to notify, in writing, the Grievant and the Association of the Board's decision.

H. OTHER CONSIDERATIONS

1. The employee must file the grievance within fifteen (15) calendar days of the date the employee knew of the conditions giving rise to the grievance.
2. The form hereto presented as **EXHIBIT "B"** shall be used for all grievances.

ARTICLE IV

Salary Schedule Placement

A. SALARY SCHEDULE

1. Full-Time Employees:

The salary schedules for regular full-time instructional staff covered by this Agreement is set forth in the appendix attached hereto and made part of this Agreement as **EXHIBIT "C1"** for contract year 2016-17 and **EXHIBIT "C2"** for contract year 2017-18.

A non-indexed wage in the amount of \$3,150 will be added to the base salary of each full-time employee for contract year 2016-17 and \$3,200 for contract year 2017-18; which is subject to retirement contributions by the ESU and the employee. The parties agree that such retirement contribution by the ESU constitutes a portion of the total compensation paid to members of the bargaining unit and should be included along with the FICA/Medicare taxes thereon in the calculation of total compensation for purposes of comparability.

2. Part-Time Employees:

The salaries and non-indexed wage of regular part-time employees covered by this Agreement will be at a ratio proportionate to their part-time service. (Example: A certificated employee carrying a .50 work assignment for a full contract year will be paid .5 of the salary indicated on **EXHIBIT "C1"** for contract year 2016-17 and **EXHIBIT "C2"** for contract year 2017-18 for education and experience level and .5 of the non-indexed wage shown in A-1 above.)

3. Supplemental Programs:

- a. Service under supplemental and/or summer programs shall be voluntary on the part of any employee.
- b. Opportunity for employment under supplemental and/or summer programs shall be extended to current employees before any others may be employed for such service.
- c. Supplemental contracts will be written for supplemental and/or summer programs.
- d. The rate of pay for all days worked beyond the stated number of contract days shall be paid on a per diem basis based on the employee's regular indexed contract. The work requiring extra hours/days is to be directly related to the staff's current position and job duties as stated in their Job Description.
- e. The rate of pay for hours/days worked beyond a staff member's contract for duties unrelated to their current position, or not specified in their current Job Description, may be mutually determined by the employee and the administration.

4. Extra Duty Compensation for Supervisory/Coordinator Positions:

Employees whose jobs include supervisory and/or coordinating duties as determined by the Administrator, shall receive an additional ten percent (10%) of the Base Salary for five additional days of service as compensation, for the added responsibility and work. Days worked beyond the designated amount must be administratively approved and reimbursed on a per diem basis.

5. Instructional Salary Schedule Definitions:

- a. BA Lane: Shall mean any baccalaureate degree granted by an accredited college or university on the basis of an approved program of studies.
- b. BA+9 Lane: Shall mean any baccalaureate degree granted by an accredited college or university on the basis of an approved program of studies, as well as the accumulation of nine (9) additional graduate level semester hours of study earned at an accredited institution.
- c. BA+18 Lane: Shall mean any baccalaureate degree granted by an accredited college or university on the basis of an approved program of studies, as well as the accumulation of eighteen (18) additional graduate level semester hours of study earned at an accredited institution.
- d. BA+27 Lane: Shall mean any baccalaureate degree granted by an accredited college or university on the basis of an approved program of studies, as well as the accumulation of twenty-seven (27) additional graduate level semester hours of study earned at an accredited institution.
- e. BA+36 or MA Lane: Shall mean any baccalaureate degree granted by an accredited college or university on the basis of an approved program of studies, as well as the accumulation of thirty-six (36) additional graduate level semester hours of study earned at an accredited institution, OR shall mean any Masters Degree granted by an accredited college or university on the basis of an approved program of studies.
- f. MA+9 Lane: Shall mean any Masters Degree granted by an accredited college or university on the basis of an approved program of studies, as well as the accumulation of nine (9) additional graduate level semester hours of study earned at an accredited institution.

- g. MA+18 Lane: Shall mean any Masters Degree granted by an accredited college or university on the basis of an approved program of studies, as well as the accumulation of eighteen (18) additional graduate level semester hours of study earned at an accredited institution.
- h. MA+27 Lane: Shall mean any Masters Degree granted by an accredited college or university on the basis of an approved program of studies, as well as the accumulation of twenty-seven (27) additional graduate level semester hours of study earned at an accredited institution.
- i. MA+36 Lane: Shall mean any Masters Degree granted by an accredited college or university on the basis of an approved program of studies, as well as the accumulation of thirty-six (36) additional graduate level semester hours of study earned at an accredited institution.
- j. Specialist Lane: Shall mean a Specialist Degree granted by an accredited college or university on the basis of an approved program of studies specific to the teaching position. No certified employee will lose their position on the salary schedule.
- k. For purposes of interpreting b. through i. above, it shall be assumed generally that the phrase "...additional hours of study..." means hours of study related to the field in which an individual is employed. Undergraduate or non field related hours of study may be granted, for purposes of salary schedule placement, provided such hours of study are judged to be of direct benefit to the clients of the service unit or to the Unit in general.
- l. Any employee intending to earn additional credits to be considered for additional pay shall submit the proposed course in writing to the Administrator before taking said course. The employee shall be notified in writing of the Administrator's decision within ten (10) working days of the employee's request.
- m. All transcripts of credits or grade reports (until transcript becomes available) must be on file at the Unit on or before September 1.

B. PLACEMENT ON THE SALARY SCHEDULE

1. Adjustment to Salary Schedule:

Each employee shall be placed at the proper step and lane of the salary schedule as of the effective date of this Agreement and in accordance with 2., below (Credit for Previous Experience).

After academic year 2010-11, employees hired for positions for which they are not endorsed and who are not enrolled in a program of study to become endorsed in the assigned teaching area will be placed at the BA to BA+18 level. Final placement will be determined by the Administrator and based on degree and graduate hours earned.

2. Eliminated Step Placement:

Staff currently placed on a step that was eliminated through the restructuring of the 2004-05 salary schedule will remain at that index indefinitely as shown in grey shading on Exhibit C1 and Exhibit C2. Movement within the eliminated area may occur if a staff member has secured approval for additional credit hours allowing for a lane change. Staff may then move horizontally within the eliminated area. There will be no vertical movement allowed within the eliminated area. If a staff member moves horizontally from an eliminated step to an active step, they will be unable to access the eliminated area in the future. Staff members currently placed outside of the eliminated area will not be allowed future access to the eliminated area.

3. Credit for Previous Experience:

All degreed staff shall be given credit for previous position-related experience as determined by the administration up to the following limits: Eight (8) years for school, non-school or ESU full-time employment as determined by the Administrator.

5. Placement in Writing:

All certificated staff shall be notified in writing of their placement on the salary schedule in effect at the time they sign their annual contracts.

6. In lieu of a subsequent and superseding Agreement, all employees shall be given credit for years of service and horizontal movement as they become eligible for such placement.

C. ADVANCEMENT ON SALARY SCHEDULE

1. Experience Steps:

a. Employees shall be granted not more than one (1) increment of vertical movement on the salary schedule for each year of service. There was no vertical movement for contract year 2004-05.

b. For purposes of determining such increments, a year of service consists of employment for consecutive working days equaling fifty percent (50%) or more of the working days in the contract year. Employees working less than fifty percent (50%) of the contract year will be eligible to move every other year.

2. Educational Lanes:

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall be placed on the experience steps corresponding to that which they would have been entitled had they remained in their former educational lanes. An eligible employee shall be entitled to move both horizontally and vertically in the same year. The employee shall not be limited in the number of educational lanes to which he may advance in one year.

D. METHOD OF PAYMENT

1. Pay Periods:

Every effort shall be made to insure that each employee shall receive salary payment on the fifteenth (15th) of each month.

2. Exceptions:

When a payday falls on or during a school holiday, vacation, or weekend, the Unit will use every reasonable means to insure that employees receive their salary payment on the last previous workday.

3. Deduction for Absence:

Salary deductions for each day of absence from duty for reasons not allowable under this Agreement shall be determined by a fraction of which the numerator is one (1) and the denominator is the total number of contract days of employment for the respective employee. Deductions may be made the month following such absence.

E. BASE SALARY

1. The base salary for the 2016-17 year for certified staff members, applicable to the 1.02 index as

indicated by the appropriate schedule in **EXHIBIT "C1"** shall be \$33,525 for a 185-day regular contract for the period September 1, 2016 through August 31, 2017.

2. The base salary for the 2017-18 year for certified staff members, applicable to the 1.02 index as indicated by the appropriate schedule in **EXHIBIT "C2"** shall be \$34,630 for a 185-day regular contract for the period September 1, 2017 through August 31, 2018.

ARTICLE V
Insurance

A. DISABILITY INSURANCE

Each eligible employee shall be covered by a group long-term disability insurance program according to the terms of the program agreed to by the parties. The policy provided shall be the "Protector Plus" with an elimination period equal to the end of accumulated sick leave. An employee of ESU #1 in a position of at least .5 FTE will participate in and pay the premium for, group long-term disability coverage contracted by the Unit with an insurance company to partially protect salaries of employees unable to perform their duties. The premium will be a monthly employee payroll deduction.

B. GROUP HEALTH AND DENTAL INSURANCE

A group health and dental insurance plan providing for benefits equal to Educators Health Alliance – Blue Preferred \$900 Deductible Plan and the \$2,000 Dual Option Deductible Plan with 80% A, B w/ 50% C dental coverage (hereinafter "Group Plan") shall be in effect for the term of this Agreement.

2016-17/BC-BS \$900 Ded Plan & \$2,000 Dual Option Ded Plan	\$900 Plan Annual Premium	\$2,000 Plan Annual Premium	ESU Annual Premium Pay (Unless noted, the same for both plans)	ESU Monthly Premium Pay
Single w/ Single Dental	\$7,074.00	\$6,018.24	\$900 ~ \$6,798.60 \$2,000 ~ \$6,018.24	\$900 ~ \$566.55 \$2,000 ~ \$501.52
Employee/Child(ren) w/ Single Dental	\$12,816.24	\$10,863.24	\$9,690.60	\$807.55
Employee/Spouse w/ Single Dental	\$14,504.88	\$12,288.00	\$10,248.60	\$854.05
Family w/ Single Dental	\$19,367.28	\$16,390.44	\$13,650.60	\$1,137.55

*2017-18/BC-BS \$900 Ded Plan & \$2,000 Dual Option Ded Plan	\$900 Plan Annual Premium	\$2,000 Plan Annual Premium	ESU Annual Premium Pay (Unless noted, the same for both plans)	ESU Monthly Premium Pay
Single w/ Single Dental	TBD	TBD	\$900 ~ \$----- \$2,000 ~ \$-----	\$900 ~ \$----- \$2,000 ~ \$-----
Employee/Child(ren) w/ Single Dental	TBD	TBD	-----	-----
Employee/Spouse w/ Single Dental	TBD	TBD	-----	-----
Family w/ Single Dental	TBD	TBD	-----	-----

1. Employees whose terms of work are less than full-time shall have premiums noted above paid in proportion to the time worked in relation to full-time employment; further, payroll deductions shall be authorized in an amount equal to the total premium less an amount authorized for payment by

the Board. Employees employed less than .50 FTE are not eligible for insurance benefits.

2. All insurance programs provided by the Board shall be for twelve (12) consecutive months.
3. Federal Law HR 3838 - COBRA; refer to **EXHIBIT "D"** for continuation of coverage options.
4. An employee covered by this Agreement may pay the extra money necessary for any of the additional EHA 80% A, B, w/ 50% C coverage dental options through a payroll deduction representing the difference between the cost of individual dental coverage and the additional option selected.

C. LIFE INSURANCE

Each eligible certified employee shall be covered by a term-life insurance policy in the amount of \$30,000 with additional benefits offered by accidental death and dismemberment. Each employee shall name the beneficiary of choice and the full premium shall be paid by the Board.

ARTICLE VI

Temporary Leaves of Absence

A. FORMS OF AUTHORIZED TEMPORARY LEAVE:

Sick, Bereavement/Funeral, Personal, Civil, Professional and Administrative Leave are all forms of authorized temporary Leave. Leave days are only available when the employee is currently employed by the ESU and the employee is unable to perform assigned duties based on the guidelines of the each type of leave.

1. The Unit Administrator or designee shall maintain a record for each employee, accounting for time worked and for all absences from work. Such records must be maintained in order to serve as documentary evidence to support and justify authorized absences.
2. At the end of each school year, each employee shall be informed of the balances of leave accrued and unused.
3. All requests for leaves of absence shall be submitted in writing to the Unit Administrator or designee in advance of the anticipated absence except in such circumstances of illness or emergency which may preclude advance knowledge. In such cases a verbal, telephonic, or e-mail means of request is acceptable. A follow-up written notification of illness or emergency shall be submitted to the Unit Administrator or designee upon request.
4. Failure to comply with 3., above, may result in loss of pay.
5. Only Sick leave is cumulative; all others are for annual periods as noted.

B. AUTHORIZED LEAVES:

1. Sick Leave:
 - a. Sick leave shall accrue to a maximum of fourteen (14) days for each annual employment anniversary and is cumulative to a maximum accrual balance of sixty-five (65) days, including current year. Sick leave may not be used in less than one-half day increments. Unused sick leave may be carried over from one leave year to the next succeeding leave year or years. The maximum that may be accumulated is 65 days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing leave year or years until

the accumulated number of days is less than 65, and then only to the extent necessary to restore the total number of available sick leave days to maximum of 65 days. There shall be no pay for unused sick leave either during or upon ending of employment.

- b. The following conditions are considered valid reasons for which Sick leave shall be used: (1) When an employee is unable to perform his assignments because of illness, disability, or injury; or (2) When an employee obtains medical, dental surgery, optical examinations or treatment; or (3) When an employee's presence at work jeopardizes the health of others by exposing others to a contagious disease; or (4) When the illness, disability or injury of a member of the employee's immediate family (spouse, dependent children, other relatives residing with and dependent on the employee, or persons bearing the same relationship to the spouse) demands the employee's presence. For this circumstance, the Unit Administrator may determine the maximum term of sick leave to be granted. At the Unit Administrator's discretion, the definition of "immediate family" may be broadened.
- c. A maximum of two [2] sick leave days may be used for nondependent family members (i.e. children, parents, grandparents, etc. as well as those bearing the same relationship to the employees spouse) when the presence of the employee is deemed necessary. The use of this leave is subject to administrative approval. The following conditions are considered valid reasons for use of nondependent leave: (1) illness, disability or injury; or (2) medical, dental surgery, optical examinations or treatment; that demands the employee's presence.
- d. Employees who use all accrued Sick leave for illness, disability, or injury may request and be granted, in lieu of Sick leave, Emergency, or Personal leave.
- e. Absence due to illness, disability, or injury and which extends beyond the allowances provided for in this section may be authorized as Administrative leave without pay.
- f. Advance notification shall be provided to the Administrator for the use of any sick leave that an employee may have prior knowledge (pregnancy, scheduled surgery and/or therapy, etc.)
- g. Employees covered by this Agreement will be granted leave consistent with the provisions of the Family and Medical Leave Act of 1993.

2. Funeral/Bereavement Leave:

Sick leave benefits for Funeral/Bereavement leave will be granted for the period as hereinafter defined, during the time of the regular contract work period pursuant to the following provisions:

- a. Not more than three (3) days paid Sick leave shall be granted to the employee for each death in the immediate family (spouse, children, grandchildren, parents, grandparents, brother, sister, aunt, uncle, or other persons bearing the same relation to the employee's spouse). Family bereavement leave of 3 days is available for each such death, provided that the total paid family bereavement leave may not exceed 10 days in the leave year.
- b. For funerals of persons not in the employee's immediate family as defined in a., above, but for whom the employee has a close and significant relationship, up to one (1) day of paid Sick leave shall be granted. The combination of family and non-family bereavement leave may not exceed 10 days in the leave year.
- c. Personal or Emergency leave shall, at the employer's option, be granted beyond the provisions for a. and b., above.

3. Personal Leave:

Two (2) days of Personal leave will be granted to each employee per year, provided first year

employees will only be granted one (1) day of personal leave per semester. The employee shall notify his division supervisor not less than five (5) days prior to using Personal leave. The five-day notification period may be waived in instances where Personal leave is used in lieu of expired Emergency or Sick leave provisions. Personal leave may be used in not less than one-half (1/2) day increments. Leave following or preceding a holiday will be by permission of administrator only. There is no carryover or accumulation of unused personal leave. Employees shall be required to use Personal Leave before requesting any leave without pay. **There shall be no pay for unused personal leave either during or upon ending of employment.**

4. Civil Leave:

- a. Jury Duty: If an employee is summoned for jury selection or to serve as a juror, he shall be entitled to paid Civil leave. The employee may retain pay as allowance earned for such duty.
- b. Court Subpoena: An employee subpoenaed to court on behalf of the court's jurisdiction shall be entitled to paid Civil leave.
- c. Other Court Appearances: Employee attending court as a plaintiff, defendant, witness, or spectator on a personal matter shall not be granted Civil leave.
- d. Other Legal: Employees may be granted Civil leave not to exceed two (2) days per year for the following:
 - (1) Estate settlement or probate for the employee's spouse, parent (2), brother, sister, or other person for whom the employee has been legally assigned responsibilities such as trustee, executor, or administrator; OR
 - (2) Legal proceedings, hearings, or inquiries related to child adoption, custody or foster parenting.
 - (3) Personal or Emergency Leave may, at the employer's option, be granted beyond the provisions for (1) and (2), above.

Employees required to appear in court or serve on a jury for a partial day (one-half or less) should make every attempt to return to their assigned duty station for the remainder of the day.

5. Emergency Leave:

- a. Generally, "emergency" is defined as an occurrence of a sudden, unexpected and serious nature which poses a threat or danger to person or property and which requires unusual or immediate action.
- b. Emergency leave of not more than two (2) days per year may be granted, and first year employees may only be granted one (1) day of emergency leave per semester, may be authorized only for instances as defined in a., above, and which cannot be scheduled at times other than duty hours, or which cannot be rectified by others, or which are not permissible under other leave provisions. The leave days may be either paid or unpaid leave and at the discretion of the Administrator.
- c. Whenever possible, a written request for approval by the Administrator should be secured before emergency absence occurs. However, in cases of extreme urgency, oral requests will be honored, followed by a written verification of the emergency to be submitted to the Administrator.

6. Professional Leave:

- a. Employees may be granted up to three (3) days paid Professional leave as follows:
 - (1) For attendance at local, regional, state, or national functions provided attendance is

judged by the Administrator to be of potential benefit: (a) to school clients served by the employee; or (b) for the professional development of the employee; or (c) for the Unit, generally.

(2) Expenses for (1), above, may be paid by the Unit in accordance with guidelines set forth in **EXHIBIT "E"** attached hereto.

b. Employees who are assigned/directed to attend functions described in as., (1), above, will have expenses paid by the Unit, including: transportation, meals, registration fees, and other function-related expenses deemed necessary and approved by the Administrator.

7. Administrative Leave:

a. Administrative leave may be granted by the Unit Administrator at his/her discretion when there is potential benefit to school clients, for the general welfare of the employee, or for the general welfare of the Unit.

b. In cases where all authorized paid leave has been used, as allowed above, the Administrator may grant Administrative leave without pay for a period not to exceed six (6) calendar months, at which time the employee's position may be declared vacant and a replacement sought.

ARTICLE VII

Miscellaneous Provisions

A. NONDISCRIMINATION

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the Unit shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. BOARD POLICY

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.

C. SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be 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.

D. COMPLIANCE BY INDIVIDUAL CONTRACT & MASTER AGREEMENT

Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling. This Agreement shall not prohibit the Board from compensating an individual employee in excess of the sums due pursuant to the provisions of **Article V** and **EXHIBIT "C"** hereof. However, the Board will agree to the following steps in instances where deviation may occur:

STEP 1: The Board and ESU #1 Education Association will mutually agree on three individuals from the ESU #1 Association that will serve as contacts if deviation is necessary. The Administrator shall be required to contact one of the three designees and arrive at a mutual agreement with the designee prior to deviation occurring.

STEP 2: The administration may hire two people that require placement higher than allowed relative to the sums due pursuant to the provisions of Article V and Exhibit C of the current contract year. In addition, the Administrator will notify one of the designees that a deviation will occur.

E. NOTICE

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by registered letter at the following address: ESU #1 - 211 Tenth Street - Wakefield, NE 68784-5014.

F. PRESUMPTION OF NEGOTIATION

It is agreed by and between the parties to this agreement that the entire contents of the negotiated agreement consist of matters agreed to whether in this contract year or in previous contract years. It shall be presumed that the entire contents of this agreement have been negotiated in good faith by and between the parties.

ARTICLE IX

Execution of Agreement

By executing this Agreement, the representative of each party hereto affirmatively represents to the other party that he has been authorized to execute this Agreement, following its ratification and approval by the Association, or the Board, as the case may be.

Logan M Phillips 1-13-16
Association Representative Date

David Dowling 1-12-16
Board Representative Date

EXHIBIT B

GRIEVANCE PROCEDURE FORM
(Staff Complaints & Grievance)

Grievant Name: _____ Date Filed: _____

STEP 1:

A. Date Alleged Violation Occurred: _____

B. Statute, Policy or Administrative Directive Violated: _____

C. Statement of Grievance: _____

D. Relief Sought: _____

Grievant Signature Date

Grievance Committee Chairman Signature Date

Association President Signature Date

EXHIBIT B

STEP 2

A. Disposition by Immediate Supervisor: _____

Immediate Supervisor Signature

Date

Grievant Signature

Date

B. Disposition by Administrator or Designee: _____

Administrator/Designee Signature

Date

EXHIBIT B

STEP 3:

Grievant Signature

Date

Association President Signature

Date

A. Date Submitted to Board Chairman: _____ Date Received: _____

C. Disposition by ESU #1 Board of Directors: _____

Board Chairman Signature

Date

APPENDIX C-1

**ESU #1 SALARY SCHEDULE ~ BASED on 185 DAYS
2016-17**

STEP	BA	\$	BA+9	\$	BA+18	\$	BA+27	\$	BA+36 or MA	\$	MA+9	\$	MA+18	\$	MA+27	\$	MA+36	\$	SP	\$
1	1.02	34,196	1.065	35,704	1.110	37,213	1.155	38,721	1.205	40,398	1.250	41,906	1.295	43,415	1.340	44,924	1.385	46,432	1.4850	49,785
2	1.04	34,866	1.085	36,375	1.130	37,883	1.175	39,392	1.225	41,068	1.270	42,577	1.315	44,085	1.360	45,594	1.405	47,103	1.5050	50,455
3	1.08	36,207	1.125	37,716	1.170	39,224	1.215	40,733	1.265	42,409	1.310	43,918	1.355	45,426	1.400	46,935	1.445	48,444	1.5450	51,796
4	1.12	37,548	1.165	39,057	1.210	40,565	1.255	42,074	1.305	43,750	1.350	45,259	1.395	46,767	1.440	48,276	1.485	49,785	1.5850	53,137
5	1.16	38,889	1.205	40,398	1.250	41,906	1.295	43,415	1.345	45,091	1.390	46,600	1.435	48,108	1.480	49,617	1.525	51,126	1.6250	54,478
6	1.20	40,230	1.245	41,739	1.290	43,247	1.335	44,756	1.385	46,432	1.430	47,941	1.475	49,449	1.520	50,958	1.565	52,467	1.6650	55,819
7	1.24	41,571	1.285	43,080	1.330	44,588	1.375	46,097	1.425	47,773	1.470	49,282	1.515	50,790	1.560	52,299	1.605	53,808	1.7050	57,160
8			1.325	44,421	1.370	45,929	1.415	47,438	1.465	49,114	1.510	50,623	1.555	52,131	1.600	53,640	1.645	55,149	1.7450	58,501
9					1.410	47,270	1.455	48,779	1.505	50,455	1.550	51,964	1.595	53,472	1.640	54,981	1.685	56,490	1.7850	59,842
10					1.450	48,611	1.495	50,120	1.545	51,796	1.590	53,305	1.635	54,813	1.680	56,322	1.725	57,831	1.8250	61,183
11					1.490	49,952	1.535	51,461	1.585	53,137	1.630	54,646	1.675	56,154	1.720	57,663	1.765	59,172	1.8650	62,524
12							1.575	52,802	1.625	54,478	1.670	55,987	1.715	57,495	1.760	59,004	1.805	60,513	1.9050	63,865
13							1.615	54,143	1.665	55,819	1.710	57,328	1.755	58,836	1.800	60,345	1.845	61,854	1.9450	65,206
14							1.655	55,484	1.705	57,160	1.750	58,669	1.795	60,177	1.840	61,686	1.885	63,195	1.9850	66,547
15											1.790	60,010	1.835	61,518	1.880	63,027	1.925	64,536	2.0250	67,888
16													1.875	62,859	1.920	64,368	1.965	65,877	2.0650	69,229
17									1.82	61,016					1.960	65,709	2.005	67,218	2.1050	70,570
18													1.95	65,374					2.1450	71,911
19																				
20																				
21																				
22																				

Staff shown in the gray area can **not** move vertically & the Index Factor was not modified from the previous schedule.
 Staff on eliminated steps may move horizontally. If staff move from an eliminated step to an active step, they can no longer access the eliminated steps.
 Steps that could not be accessed by staff were removed.

APPENDIX C-2

ESU #1 SALARY SCHEDULE 2017-18

STEP	BA	BA+9		BA+18		BA+27		BA+36 or		MA+9		MA+18		MA+27		MA+36		SP	\$	
		\$		\$		\$		\$		MA	\$		MA	\$		MA	\$			
1	1.02	35,323	1.065	36,881	1.110	38,439	1.155	39,998	1.205	41,729	1.250	43,288	1.295	44,846	1.340	46,404	1.385	47,963	1.4850	51,426
2	1.04	36,015	1.085	37,574	1.130	39,132	1.175	40,690	1.225	42,422	1.270	43,980	1.315	45,538	1.360	47,097	1.405	48,655	1.5050	52,118
3	1.08	37,400	1.125	38,959	1.170	40,517	1.215	42,075	1.265	43,807	1.310	45,365	1.355	46,924	1.400	48,482	1.445	50,040	1.5450	53,503
4	1.12	38,786	1.165	40,344	1.210	41,902	1.255	43,461	1.305	45,192	1.350	46,751	1.395	48,309	1.440	49,867	1.485	51,426	1.5850	54,889
5	1.16	40,171	1.205	41,729	1.250	43,288	1.295	44,846	1.345	46,577	1.390	48,136	1.435	49,694	1.480	51,252	1.525	52,811	1.6250	56,274
6	1.20	41,556	1.245	43,114	1.290	44,673	1.335	46,231	1.385	47,963	1.430	49,521	1.475	51,079	1.520	52,638	1.565	54,196	1.6650	57,659
7	1.24	42,941	1.285	44,500	1.330	46,058	1.375	47,616	1.425	49,348	1.470	50,906	1.515	52,464	1.560	54,023	1.605	55,581	1.7050	59,044
8			1.325	45,885	1.370	47,443	1.415	49,001	1.465	50,733	1.510	52,291	1.555	53,850	1.600	55,408	1.645	56,966	1.7450	60,429
9					1.410	48,828	1.455	50,387	1.505	52,118	1.550	53,677	1.595	55,235	1.640	56,793	1.685	58,352	1.7850	61,815
10					1.450	50,214	1.495	51,772	1.545	53,503	1.590	55,062	1.635	56,620	1.680	58,178	1.725	59,737	1.8250	63,200
11					1.490	51,599	1.535	53,157	1.585	54,889	1.630	56,447	1.675	58,005	1.720	59,564	1.765	61,122	1.8650	64,585
12							1.575	54,542	1.625	56,274	1.670	57,832	1.715	59,390	1.760	60,949	1.805	62,507	1.9050	65,970
13							1.615	55,927	1.665	57,659	1.710	59,217	1.755	60,776	1.800	62,334	1.845	63,892	1.9450	67,355
14							1.655	57,313	1.705	59,044	1.750	60,603	1.795	62,161	1.840	63,719	1.885	65,278	1.9850	68,741
15							Dollar amounts have been rounded to the nearest \$.				1.790	61,988	1.835	63,546	1.880	65,104	1.925	66,663	2.0250	70,126
16							Contracts will be calculated to the nearest cent.						1.875	64,931	1.920	66,490	1.965	68,048	2.0650	71,511
17									1.82	63,027					1.960	67,875	2.005	69,433	2.1050	72,896
18													1.95	67,529					2.1450	74,281
19																				
20																				
21																				
22																				

Staff shown in the gray area can **not** move vertically & the Index Factor was not modified from the previous schedule. Staff on eliminated steps may move horizontally. If staff move from an eliminated step to an active step, they can no longer access the eliminated steps.

Steps that could not be accessed by staff were removed.

EXHIBIT D COBRA

COBRA, the consolidated Omnibus Budget Reconciliation Act of 1985, is a federal law that requires a group health and/or dental plan to allow a covered person to continue his or her group coverage under certain circumstances when coverage would otherwise terminate. The COBRA coverage may be for 18, 29, or 36 months, depending on the qualifying event.

When a qualifying event occurs, notification procedures must be followed. If coverage for a dependent ends due to divorce, legal separation or any other change in dependent status, the employee should notify the employer within 60 days of the qualifying event.

Federal law requires an employer send written notice of continuation of coverage rights within 14 days of a qualifying event. COBRA coverage is available to the qualifying employee or his/her dependents.

If the employee was previously covered under a family membership, he or she can retain a family plan under COBRA. The employee must also have the option of selecting an appropriate plan to cover only those individuals applying for the extension. The option is controlled by the coverage levels offered to your active employees.

COBRA coverage will end on the earlier of:

- ❖ The day the individual becomes covered under any other group health plan (after COBRA election) which does not exclude or limit any

pre-existing conditions or to whom such an exclusion does not apply, due to creditable coverage;

- ❖ The days a covered person is entitled to benefits under Medicare (after COBRA election);
- ❖ The day health coverage has been continued for the maximum period of time allowed (18, 29, or 36 months).
- ❖ When COBRA premium is not received within the required time period.

At the end of the COBRA eligibility period, an individual may transfer to a Blue Cross and Blue Shield of Nebraska non-group plan. The application will be subject to medical underwriting and approval. The Blue Cross and Blue Shield Plan in the state where the person lives should be contacted for enrollment information.

**EHA Designated COBRA
Administrator:
Payflex Systems USA, Inc.
1-800-284-4885**

EXHIBIT E

PROFESSIONAL DEVELOPMENT (Administrative Guidelines)

Master Agreement, ESU #1 and ESU #1 Education Association 2015-16 & 2016-17
Article VII, Temporary Leaves of Absence, Section B.7, "Professional Leave".

-- Allocation of fund for purposes specified in this section shall be as follows:

1. Five hundred dollars (\$500) per full-time equivalency employee will be allocated to funding pools for the respective unit divisions for attendance at professional meetings.
2. Employees shall designate, not later than June 1, the meetings attended and the respective expenses incurred during the contract year.
3. Following June 1, uncommitted balances in the respective funding pools will be proportionately reimbursed to individual employees whose authorized expenses or reimbursements exceeded the above-mentioned F.T.E. allocation.
4. Payments or reimbursements for approved professional meeting expenses shall be verified and shall not exceed actual professional expenses.
5. The Unit reserves the right to authorize specific expenditures beyond the total dollars allocated (Ref. 1, above, F.T.E. x \$500).
6. All expenses considered for reimbursement will be subject to current administrative guidelines.