

MASTER AGREEMENT

Between

Educational Service Unit 7 Board
&
Educational Service Unit 7 Special Education
Professional Staff

For the Contract Years

2016-2017 and 2017-2018

Final Approval

PREAMBLE

THIS AGREEMENT, made and entered into this 18th day of January, 2016 by and between THE BOARD OF EDUCATION, EDUCATIONAL SERVICE UNIT 7 in the State of Nebraska herein referred to as the "The Board" and THE EDUCATIONAL SERVICE UNIT 7 EDUCATION ASSOCIATION herein referred to as "The Association." This agreement applies to Certificated and/or Licensed Speech-Language Pathologists, Certificated Early Childhood Special Educators, Certificated Teachers of the Visually Impaired, Certificated Orientation and Mobility Specialists, Certificated School Psychologists, Certificated Resource Teachers, and any other positions approved by the board during the contract year herein referred to as SPED Professionals.

GENERAL PURPOSE

WHEREAS, the parties agreed on **January 18, 2016** to the procedures for negotiating certain items, and

WHEREAS, said negotiations are now complete and have resulted in mutual agreement, and

WHEREAS, the parties now desire to reduce said agreements to writing for the purpose of making the same a permanent part of the official records of the parties.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

GRIEVANCE PROCEDURE

The Grievance Procedure of Educational Service Unit 7 shall be as follows:

I. Definition of Terms

- A. Grievance: Any claim or claims by a SPED Professional, a group of SPED Professionals, or the Association based upon assumed violations of the negotiated agreement in force.
- B. Aggrieved: SPED Professional, group of SPED Professionals, or the Association making the claim as provided in Paragraph I A.
- C. Time Limits: All time limits herein shall consist of SPED Professional contract days except when a grievance is submitted after the end of the school year; the time limits shall consist of all weekdays 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 aggrieved to comply with the time limits contained herein shall constitute a waiver of right to appeal to the next level. Failure of the Board or its representatives to comply with the time limits at any level shall permit the aggrieved to appeal the grievance to the next level.
- D. All meetings and hearings under this procedure shall be conducted in private, by mutual agreement, and shall include only the administration's representatives and the aggrieved and his/her designated representatives. Other conditions of the meetings shall be by mutual

agreement of the parties involved. All parties shall have the right to record the proceedings of any hearing or meeting at all formal levels of the grievance procedure.

II. Administrative Channels

- A. Only those items covered and included in the negotiated agreement shall be concerns of the Association. Items outside of the realm of the negotiated agreement shall be handled through such channels as deemed necessary by the administration.
- B. The aggrieved shall have the right to have representatives present to represent the aggrieved at each level of the grievance procedure. The settlement shall not be inconsistent with the terms of the negotiated agreement.

III. Reprisals

No reprisals shall be taken against any SPED Professional who utilizes the grievance procedure.

IV. Withdrawal of a Grievance

The aggrieved may withdraw his/her grievance at any level of the procedure without fear of reprisal from the Board or its representatives.

V. The Procedure

The parties believe that it is usually most desirable for a SPED Professional and his/her immediate supervisor to resolve problems through free and informal communications. When requested by the SPED professional, a representative of his/her choice may assist in this resolution. Not later than five (5) days after the event giving rise to the grievance, or five (5) days after the ESU SPED Professional should reasonably have learned of the event giving rise to the grievance, whichever is later, the ESU Sped Professional must discuss the grievance with his or her immediate supervisor.

However, when the grievance remains unresolved, then the grievance may be processed as follows:

STEP 1. The aggrieved may present the grievance in writing to the ESU SPED Professional supervisor and/or Special Education Director who will arrange for a meeting of the parties of interest within ten days after the event giving rise to the grievance. A copy of the grievance shall be sent to the ESU Administrator. The aggrieved, and his/her supervisor and/or Special Education Director shall be present for the meeting. Within ten days the Supervisor and/or Special Education Director shall provide the aggrieved with a written answer to the grievance.

STEP 2. If the grievance is not resolved at Step 1, the aggrieved shall refer the grievance to the ESU Administrator within ten days of receipt of the answer in Step 1. The ESU Administrator shall arrange for a hearing with the aggrieved to take place within ten (10) days of his receipt of the appeal. Each party shall have the right to include in his/her representation such witnesses deemed necessary to develop the facts pertinent to the grievance. The ESU Administrator will have ten (10) days from the date of the hearing to provide the aggrieved with his/her written decision.

STEP 3. If the grievance is not resolved at Step 2, the aggrieved may refer the grievance in writing to the Board President who shall have fifteen (15) 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 fifteen (15) days from the date of the hearing to notify in writing the aggrieved of the Board's decision.

SALARY SCHEDULE

- I. **Total compensation includes salary schedule and equity salaries; potential benefit premiums; and total employer contributions to the Nebraska Public Employment Retirement System (NPERS) and Federal Social Security made on behalf of the SPED Professionals. Benefits shall be defined as premiums paid by ESU 7 for Health, Life and LTD Insurance.**
 - A. The Base Salary for the 2016-2017 contract year shall be \$31,510. The salary schedule set forth on page 7 shall be used to determine a SPED Professional's salary schedule compensation.
 - B. In addition to salary schedule compensation, each SPED Professional shall receive "equity compensation". Equity compensation for 2016-2017 per 1.0 FTE SPED Professional shall be \$11,418.00 and for 2017-2018 shall be estimated at \$11,418.00. Full time employment (1.0 FTE) is established in board policy. Prior to any change in the number of contract days in a school year, discussions between the ESUEA and the Board will be held to determine the potential economic impact of the change.
 - C. Base Salary and Equity Compensation for 2016-2017 is determined as follows:
 1. Determine percent increase over the 2015-2016 total budgeted compensation package. Add the agreed upon percent increase over the 2015-2016 total budgeted compensation package to 1.00 to determine the factor to multiply times the 2015-2016 total budgeted compensation package. The percentage increase for 2016-2017 is 4.7337% of the 2015-2016 total compensation package.
 2. The product for the multiplication described in "C 1" is utilized to help determine budgeted salary schedule and equity compensation; health, life, and LTD insurance; and total employer's NPERS and federal social security contributions for SPED Professionals for 2016-2017. The calculated salary schedule compensation includes all movement on the 2016-2017 schedule for SPED Professionals that were on staff during the 2015-2016 contract year.
 3. Subtract the following from the 2015-2016 total budgeted compensation package x 1.047337.
 - i. 2016-2017 total premium necessary to provide all SPED Professional's health insurance per the negotiated agreement.
 - ii. 2016-2017 total premium necessary to provide all SPED Professional's life insurance per the negotiated agreement.
 - iii. 2016-2017 total premium necessary to provide all SPED Professional's long-term disability insurance per the negotiated agreement.
 - iv. 2016-2017 employer contribution to the NPERS for all SPED Professionals in the ESUEA.
 - v. 2016-2017 employer contribution to the social security system for all SPED Professionals in the ESUEA.

4. The amount after performing the calculation in items “C.3.i through C.3.v.” above is then used to calculate the 2016-2017 salary schedule and equity compensation per agreement between the parties.
5. SPED Professional index and equity compensation shall be proportionate to the FTE for each SPED Professional.

D. Base Salary and Equity Compensation for 2017-2018 is determined as follows:

1. Determine percent increase over the 2016-2017 total budgeted compensation package. Add the agreed upon percent increase over the 2016-2017 total budgeted compensation package to 1.00 to determine the factor to multiply times the 2016-2017 total budgeted compensation package. The percentage increase for 2017-2018 is 3% of the 2016-2017 total compensation package.
2. The product for the multiplication described in “D 1” is utilized to help determine budgeted salary schedule and equity compensation; health, life, and LTD insurance; and total employer’s NPERS and federal social security contributions for SPED Professionals for 2017-2018. The calculated salary schedule compensation includes all movement on the 2017-2018 schedule for SPED Professionals that were on staff during the 2016-2017 contract year.
3. Subtract the following from the 2016-2017 total budgeted compensation package x 1.03.
 - vi. 2017-2018 total premium necessary to provide all SPED Professional’s health insurance per the negotiated agreement.
 - vii. 2017-2018 total premium necessary to provide all SPED Professional’s life insurance per the negotiated agreement.
 - viii. 2017-2018 total premium necessary to provide all SPED Professional’s long-term disability insurance per the negotiated agreement.
 - ix. 2017-2018 employer contribution to the NPERS for all SPED Professionals in the ESUEA.
 - x. 2017-2018 employer contribution to the social security system for all SPED Professionals in the ESUEA.
4. The amount after performing the calculation in items “D.3.i thru D.3.v.” above is then used to calculate the 2017-2018 salary schedule and equity compensation per agreement between the parties.
5. SPED Professional index and equity compensation shall be proportionate to the FTE for each SPED Professional.

2016 - 2017 Salary Schedule

| 2016/17 Index \$31,510.00 | | | | | | | | | | | | | |
|------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Step | BA | BA + 9 | BA + 18 | BA + 27 | BA + 36 | MA | MA + 9 | MA + 18 | MA + 27 | MA + 36 | MA + 45 | Ed Sp | Ph.D. |
| 1 | 1.00 | 1.05 | 1.10 | 1.15 | 1.20 | 1.25 | 1.30 | 1.35 | 1.40 | 1.45 | 1.50 | 1.50 | 1.55 |
| | \$31,510.00 | \$33,085.50 | \$34,661.00 | \$36,236.50 | \$37,812.00 | \$39,387.50 | \$40,963.00 | \$42,538.50 | \$44,114.00 | \$45,689.50 | \$47,265.00 | \$47,265.00 | \$48,840.50 |
| 2 | 1.04 | 1.09 | 1.14 | 1.19 | 1.24 | 1.29 | 1.34 | 1.39 | 1.44 | 1.49 | 1.54 | 1.54 | 1.59 |
| | \$32,770.40 | \$34,345.90 | \$35,921.40 | \$37,496.90 | \$39,072.40 | \$40,647.90 | \$42,223.40 | \$43,798.90 | \$45,374.40 | \$46,949.90 | \$48,525.40 | \$48,525.40 | \$50,100.90 |
| 3 | 1.08 | 1.13 | 1.18 | 1.23 | 1.28 | 1.33 | 1.38 | 1.43 | 1.48 | 1.53 | 1.58 | 1.58 | 1.63 |
| | \$34,030.80 | \$35,606.30 | \$37,181.80 | \$38,757.30 | \$40,332.80 | \$41,908.30 | \$43,483.80 | \$45,059.30 | \$46,634.80 | \$48,210.30 | \$49,785.80 | \$49,785.80 | \$51,361.30 |
| 4 | 1.12 | 1.17 | 1.22 | 1.27 | 1.32 | 1.37 | 1.42 | 1.47 | 1.52 | 1.57 | 1.62 | 1.62 | 1.67 |
| | \$35,291.20 | \$36,866.70 | \$38,442.20 | \$40,017.70 | \$41,593.20 | \$43,168.70 | \$44,744.20 | \$46,319.70 | \$47,895.20 | \$49,470.70 | \$51,046.20 | \$51,046.20 | \$52,621.70 |
| 5 | 1.16 | 1.21 | 1.26 | 1.31 | 1.36 | 1.41 | 1.46 | 1.51 | 1.56 | 1.61 | 1.66 | 1.66 | 1.71 |
| | \$36,551.60 | \$38,127.10 | \$39,702.60 | \$41,278.10 | \$42,853.60 | \$44,429.10 | \$46,004.60 | \$47,580.10 | \$49,155.60 | \$50,731.10 | \$52,306.60 | \$52,306.60 | \$53,882.10 |
| 6 | 1.20 | 1.25 | 1.30 | 1.35 | 1.40 | 1.45 | 1.50 | 1.55 | 1.60 | 1.65 | 1.70 | 1.70 | 1.75 |
| | \$37,812.00 | \$39,387.50 | \$40,963.00 | \$42,538.50 | \$44,114.00 | \$45,689.50 | \$47,265.00 | \$48,840.50 | \$50,416.00 | \$51,991.50 | \$53,567.00 | \$53,567.00 | \$55,142.50 |
| 7 | 1.24 | 1.29 | 1.34 | 1.39 | 1.44 | 1.49 | 1.54 | 1.59 | 1.64 | 1.69 | 1.74 | 1.74 | 1.79 |
| | \$39,072.40 | \$40,647.90 | \$42,223.40 | \$43,798.90 | \$45,374.40 | \$46,949.90 | \$48,525.40 | \$50,100.90 | \$51,676.40 | \$53,251.90 | \$54,827.40 | \$54,827.40 | \$56,402.90 |
| 8 | | 1.33 | 1.38 | 1.43 | 1.48 | 1.53 | 1.58 | 1.63 | 1.68 | 1.73 | 1.78 | 1.78 | 1.83 |
| | | \$41,908.30 | \$43,483.80 | \$45,059.30 | \$46,634.80 | \$48,210.30 | \$49,785.80 | \$51,361.30 | \$52,936.80 | \$54,512.30 | \$56,087.80 | \$56,087.80 | \$57,663.30 |
| 9 | | 1.37 | 1.42 | 1.47 | 1.52 | 1.57 | 1.62 | 1.67 | 1.72 | 1.77 | 1.82 | 1.82 | 1.87 |
| | | \$43,168.70 | \$44,744.20 | \$46,319.70 | \$47,895.20 | \$49,470.70 | \$51,046.20 | \$52,621.70 | \$54,197.20 | \$55,772.70 | \$57,348.20 | \$57,348.20 | \$58,923.70 |
| 10 | | 1.41 | 1.46 | 1.51 | 1.56 | 1.61 | 1.66 | 1.71 | 1.76 | 1.81 | 1.86 | 1.86 | 1.91 |
| | | \$44,429.10 | \$46,004.60 | \$47,580.10 | \$49,155.60 | \$50,731.10 | \$52,306.60 | \$53,882.10 | \$55,457.60 | \$57,033.10 | \$58,608.60 | \$58,608.60 | \$60,184.10 |
| 11 | | | | | 1.60 | 1.65 | 1.70 | 1.75 | 1.80 | 1.85 | 1.90 | 1.90 | 1.95 |
| | | | | | \$50,416.00 | \$51,991.50 | \$53,567.00 | \$55,142.50 | \$56,718.00 | \$58,293.50 | \$59,869.00 | \$59,869.00 | \$61,444.50 |
| 12 | | | | | 1.64 | 1.69 | 1.74 | 1.79 | 1.84 | 1.89 | 1.94 | 1.94 | 1.99 |
| | | | | | \$51,676.40 | \$53,251.90 | \$54,827.40 | \$56,402.90 | \$57,978.40 | \$59,553.90 | \$61,129.40 | \$61,129.40 | \$62,704.90 |
| 13 | | | | | 1.68 | 1.73 | 1.78 | 1.83 | 1.88 | 1.93 | 1.98 | 1.98 | 2.03 |
| | | | | | \$52,936.80 | \$54,512.30 | \$56,087.80 | \$57,663.30 | \$59,238.80 | \$60,814.30 | \$62,389.80 | \$62,389.80 | \$63,965.30 |
| 14 | | | | | 1.72 | 1.77 | 1.82 | 1.87 | 1.92 | 1.97 | 2.02 | 2.02 | 2.07 |
| | | | | | \$54,197.20 | \$55,772.70 | \$57,348.20 | \$58,923.70 | \$60,499.20 | \$62,074.70 | \$63,650.20 | \$63,650.20 | \$65,225.70 |
| 15 | | | | | 1.76 | 1.81 | 1.86 | 1.91 | 1.96 | 2.01 | 2.06 | 2.06 | 2.11 |
| | | | | | \$55,457.60 | \$57,033.10 | \$58,608.60 | \$60,184.10 | \$61,759.60 | \$63,335.10 | \$64,910.60 | \$64,910.60 | \$66,486.10 |

2017 - 2018 Salary Schedule

| 2017/18 Index \$31,510.00 | | Will be determined per the 2016-2017 negotiated agreement per section D.3.1 thru D.3.V | | | | | | | | | | | |
|------------------------------|-------------|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Step | BA | BA + 9 | BA + 18 | BA + 27 | BA + 36 | MA | MA + 9 | MA + 18 | MA + 27 | MA + 36 | MA + 45 | Ed Sp | Ph.D. |
| 1 | 1.00 | 1.05 | 1.10 | 1.15 | 1.20 | 1.25 | 1.30 | 1.35 | 1.40 | 1.45 | 1.50 | 1.50 | 1.55 |
| | \$31,510.00 | \$33,085.50 | \$34,661.00 | \$36,236.50 | \$37,812.00 | \$39,387.50 | \$40,963.00 | \$42,538.50 | \$44,114.00 | \$45,689.50 | \$47,265.00 | \$47,265.00 | \$48,840.50 |
| 2 | 1.04 | 1.09 | 1.14 | 1.19 | 1.24 | 1.29 | 1.34 | 1.39 | 1.44 | 1.49 | 1.54 | 1.54 | 1.59 |
| | \$32,770.40 | \$34,345.90 | \$35,921.40 | \$37,496.90 | \$39,072.40 | \$40,647.90 | \$42,223.40 | \$43,798.90 | \$45,374.40 | \$46,949.90 | \$48,525.40 | \$48,525.40 | \$50,100.90 |
| 3 | 1.08 | 1.13 | 1.18 | 1.23 | 1.28 | 1.33 | 1.38 | 1.43 | 1.48 | 1.53 | 1.58 | 1.58 | 1.63 |
| | \$34,030.80 | \$35,606.30 | \$37,181.80 | \$38,757.30 | \$40,332.80 | \$41,908.30 | \$43,483.80 | \$45,059.30 | \$46,634.80 | \$48,210.30 | \$49,785.80 | \$49,785.80 | \$51,361.30 |
| 4 | 1.12 | 1.17 | 1.22 | 1.27 | 1.32 | 1.37 | 1.42 | 1.47 | 1.52 | 1.57 | 1.62 | 1.62 | 1.67 |
| | \$35,291.20 | \$36,866.70 | \$38,442.20 | \$40,017.70 | \$41,593.20 | \$43,168.70 | \$44,744.20 | \$46,319.70 | \$47,895.20 | \$49,470.70 | \$51,046.20 | \$51,046.20 | \$52,621.70 |
| 5 | 1.16 | 1.21 | 1.26 | 1.31 | 1.36 | 1.41 | 1.46 | 1.51 | 1.56 | 1.61 | 1.66 | 1.66 | 1.71 |
| | \$36,551.60 | \$38,127.10 | \$39,702.60 | \$41,278.10 | \$42,853.60 | \$44,429.10 | \$46,004.60 | \$47,580.10 | \$49,155.60 | \$50,731.10 | \$52,306.60 | \$52,306.60 | \$53,882.10 |
| 6 | 1.20 | 1.25 | 1.30 | 1.35 | 1.40 | 1.45 | 1.50 | 1.55 | 1.60 | 1.65 | 1.70 | 1.70 | 1.75 |
| | \$37,812.00 | \$39,387.50 | \$40,963.00 | \$42,538.50 | \$44,114.00 | \$45,689.50 | \$47,265.00 | \$48,840.50 | \$50,416.00 | \$51,991.50 | \$53,567.00 | \$53,567.00 | \$55,142.50 |
| 7 | 1.24 | 1.29 | 1.34 | 1.39 | 1.44 | 1.49 | 1.54 | 1.59 | 1.64 | 1.69 | 1.74 | 1.74 | 1.79 |
| | \$39,072.40 | \$40,647.90 | \$42,223.40 | \$43,798.90 | \$45,374.40 | \$46,949.90 | \$48,525.40 | \$50,100.90 | \$51,676.40 | \$53,251.90 | \$54,827.40 | \$54,827.40 | \$56,402.90 |
| 8 | | 1.33 | 1.38 | 1.43 | 1.48 | 1.53 | 1.58 | 1.63 | 1.68 | 1.73 | 1.78 | 1.78 | 1.83 |
| | | \$41,908.30 | \$43,483.80 | \$45,059.30 | \$46,634.80 | \$48,210.30 | \$49,785.80 | \$51,361.30 | \$52,936.80 | \$54,512.30 | \$56,087.80 | \$56,087.80 | \$57,663.30 |
| 9 | | 1.37 | 1.42 | 1.47 | 1.52 | 1.57 | 1.62 | 1.67 | 1.72 | 1.77 | 1.82 | 1.82 | 1.87 |
| | | \$43,168.70 | \$44,744.20 | \$46,319.70 | \$47,895.20 | \$49,470.70 | \$51,046.20 | \$52,621.70 | \$54,197.20 | \$55,772.70 | \$57,348.20 | \$57,348.20 | \$58,923.70 |
| 10 | | 1.41 | 1.46 | 1.51 | 1.56 | 1.61 | 1.66 | 1.71 | 1.76 | 1.81 | 1.86 | 1.86 | 1.91 |
| | | \$44,429.10 | \$46,004.60 | \$47,580.10 | \$49,155.60 | \$50,731.10 | \$52,306.60 | \$53,882.10 | \$55,457.60 | \$57,033.10 | \$58,608.60 | \$58,608.60 | \$60,184.10 |
| 11 | | | | | 1.60 | 1.65 | 1.70 | 1.75 | 1.80 | 1.85 | 1.90 | 1.90 | 1.95 |
| | | | | | \$50,416.00 | \$51,991.50 | \$53,567.00 | \$55,142.50 | \$56,718.00 | \$58,293.50 | \$59,869.00 | \$59,869.00 | \$61,444.50 |
| 12 | | | | | 1.64 | 1.69 | 1.74 | 1.79 | 1.84 | 1.89 | 1.94 | 1.94 | 1.99 |
| | | | | | \$51,676.40 | \$53,251.90 | \$54,827.40 | \$56,402.90 | \$57,978.40 | \$59,553.90 | \$61,129.40 | \$61,129.40 | \$62,704.90 |
| 13 | | | | | 1.68 | 1.73 | 1.78 | 1.83 | 1.88 | 1.93 | 1.98 | 1.98 | 2.03 |
| | | | | | \$52,936.80 | \$54,512.30 | \$56,087.80 | \$57,663.30 | \$59,238.80 | \$60,814.30 | \$62,389.80 | \$62,389.80 | \$63,965.30 |
| 14 | | | | | 1.72 | 1.77 | 1.82 | 1.87 | 1.92 | 1.97 | 2.02 | 2.02 | 2.07 |
| | | | | | \$54,197.20 | \$55,772.70 | \$57,348.20 | \$58,923.70 | \$60,499.20 | \$62,074.70 | \$63,650.20 | \$63,650.20 | \$65,225.70 |
| 15 | | | | | 1.76 | 1.81 | 1.86 | 1.91 | 1.96 | 2.01 | 2.06 | 2.06 | 2.11 |
| | | | | | \$55,457.60 | \$57,033.10 | \$58,608.60 | \$60,184.10 | \$61,759.60 | \$63,335.10 | \$64,910.60 | \$64,910.60 | \$66,486.10 |

II. Salary Schedule Initial Placement

Initial placement of a newly hired employee with no teaching experience shall be on step one (1) of the index schedule. For a newly hired employee with previous teaching experience, the Board shall credit the employee with each year of previous full-time teaching experience, up to seven (7) years, which the employee earned serving in an accredited school system. Up to two (2) years may be added to the salary schedule for experience gained in a non-educational work setting that is directly related to a teaching assignment that has been identified by the administrator as having scarce applicants.

III. Movement on the Salary Schedule

- A. SPED Professionals planning to enroll in and complete qualifying coursework that allows horizontal movement on the salary schedule shall notify the ESU Administrator, or his/her designee, in writing by October 15 of each year.
- B. The SPED Professional shall provide the Special Education Director documentation of successful completion of course work by August 31 of each year. If document is not received by August 31, the SPED Professional will not be advanced on the salary schedule until the following contract year.

INSURANCE & 125 PLAN

I. Medical and Hospitalization Insurance Program

- A. The Board will provide access to health insurance with dental coverage for SPED Professionals. The Board will contribute an amount equal to a full premium of a dual option single policy with a \$3,500 deductible HSA plan purchased from the insurance carrier for the service unit. Each SPED Professional will choose between the \$600 and the \$3,500 HSA deductible and will pay the premium difference if the \$600 deductible is chosen. The carrier for health and dental insurance shall be selected by mutual agreement between the Board and the Association.
- B. SPED Professionals employed below .40 FTE shall receive no premium contribution for health and dental coverage.
- C. SPED Professionals employed on a .40 FTE basis, or more shall have their benefit contributions pro-rated to their contractual FTE. For example, SPED Professionals employed on a .70 FTE basis would be compensated for 70 percent of the full cost of the premium for single insurance.
- D. SPED Professionals employed on a less than 1.00 FTE basis, but at least .40 FTE, may have their portion of the health insurance premium deducted from their salaries upon their written request.
- E. The Board and the Association agreed to allow the EHA in conjunction with the Blue Cross Blue Shield Option Plan. Employees must select EHA coverage options approved on an annual basis.

- F. The insurance carrier selected by the parties shall provide plans that include the following coverage options: employee only; employee & child(ren); employee & spouse; and employee, children & spouse coverage. Each plan must include employee dental coverage.
- G. It is the responsibility of the Association to maintain participation rates at a level high enough to avoid any surcharges that may be imposed by the carrier under its underwriting rules. In the event there is a surcharge assessed by the carrier, SPED Professionals and any other ESU 7 Professional staff participating in the insurance program will be responsible for the additional cost. If the Association qualifies for a premium discount, the resulting savings will be eligible for placement on the base salary or into equity compensation.

II. Long Term Disability Insurance

Long Term Disability Insurance is available for each SPED Professional. SPED Professionals shall use the carrier selected by mutual agreement between the Board and the Association.

- A. Schedule of Benefits
 - 1. Long-term disability insurance payments for qualifying events are eligible to begin immediately after accumulated sick leave days are exhausted.
 - 2. Benefits will be provided at the rate of 66 2/3 percent of SPED Professional's daily salary. Maximum monthly benefit is \$8333.00 and the minimum monthly benefit is \$100.00.
- B. No other days, such as personal days may be used in lieu of sick leave for LTD.
- C. Once regular salary compensation and accumulated sick leave days are exhausted, fringe benefit and fixed charges from ESU 7 to or on behalf of the SPED Professional shall stop.
- D. SPED Professionals may continue making personal payments to the Blue Cross/Blue Shield Health Plan by submitting a written request to do so to the accounting office. The SPED Professional's check will be included with the ESU 7 check when monthly payments are made to the carrier.
- E. Each SPED Professional shall purchase long-term disability income protection insurance through a carrier selected by the Board. ESU 7 shall deduct the insurance premium for each SPED Professional's salary on a monthly basis and pay it to the insurance carrier.
- F. All SPED Professionals with a FTE of .50 or more are eligible for Long Term Disability Insurance.

III. Group Life and Accidental Death and Dismemberment Insurance

- A. Group Life and Accidental Death and Dismemberment Insurance in the amount of \$25,000.00 shall be provided to each certified/endorsed SPED Professionals employed .40 FTE or above.

LEAVE BENEFITS

I. Sick Leave

- A. At the beginning of each school year, each full-time SPED Professional shall be eligible for a maximum of fifteen (15) additional sick leave days to be used for absences caused by illness and physical disability. Part-time SPED professionals will receive a pro-rated number of sick days based on their FTE status
- B. Sick leave days may be used by a SPED Professional for an illness of or accidental injury to an immediate family member. Immediate family includes husband, wife, children, spouses of children, parents, grandchildren, grandparents, brothers, sisters, or persons bearing the same relation to the spouse, this includes stepparents, stepbrother, stepsister or stepchildren.
- C. At the beginning of each contract year up to fifteen (15) days of sick leave may be added to accumulated sick leave to a maximum of 55 days.
- D. Sick leave accumulation shall be listed on the monthly payroll stubs.
- E. Staff who are absent because of illness may be requested to submit an acceptable doctor's certificate to the Director, ESU 7 SPED Department.
- F. In the event a SPED Professional who is absent due to illness has used all available sick leave days, his/her salary will be reduced by 1/185 of the annual total salary per day. This paragraph does not provide any SPED professional with the right to be absent in excess of the sick leave awarded by this agreement.
- G. Sick leave and accumulated days available to part-time SPED Professionals are prorated to their FTE.

II. Personal Leave

- A. Two (2) non-accumulated days will be allowed each year for personal leave.
 - 1. The SPED Professional will notify the Special Education Director ten (10) days prior to the leave date unless it is an emergency.
 - 2. Rationale for personal leave use shall be left to the discretion of the SPED Professional.

III. Professional Leave

- A. ESU 7 policy for professional leave specifically applies to SPED Professionals.
 - 1. If the Special Education Director deems it necessary to hire a substitute SPED Professional for the Level III SPED program (per Rule 51 definition) professional during absence due to professional leave, the SPED Professional will not be held liable for payment of the substitute SPED Professional. If the Special Education Director deems it necessary to cancel classes rather than hire a substitute SPED Professional, no make up day will be required of the SPED Professional.

2. SPED Professionals will be notified by memo or letter from the Special Education Director, concerning the availability for procedures to be followed for professional leave.

IV. Bereavement Leave

- A. Three days of Bereavement leave without loss of pay may be granted for each death in the immediate family. Additional days for bereavement may be charged as sick leave with SPED Director or designee approval.
- B. Immediate family includes husband, wife, children, spouses of children, parents, grandchildren, grandparents, brothers, sisters, or persons bearing the same relation to the spouse, this includes stepparents, stepbrother, stepsister or stepchildren.
- C. Two (2) days of bereavement leave without loss of pay per year may be granted to attend a funeral of a personal friend or other relative.
- D. Employees may request two additional bereavement days without loss of pay from the SPED Director or designee for the funeral of a personal friend or relative not included in IV B. Leave granted will be charged against sick leave.

MILEAGE

I. Mileage for Official Service Unit Business

Employees who use a personal vehicle to conduct authorized service unit business shall receive mileage compensation at the IRS approved reimbursable rate pursuant to the IRS's regulations governing mileage reimbursement. Nothing in this agreement will entitle any employee to mileage reimbursement in a manner that is inconsistent with the IRS mileage reimbursement regulations.

- A. Special education professionals, who are required to travel between schools, will be assigned a "principal place of business" by the Special Education Director for the purpose of computing mileage. Wherever possible, the principal place of business will be the ESU 7 school district to which the individual is regularly assigned that is closest to the employee's residence. The number of miles this school is located from the individual's home will be considered non-reimbursable commuting mileage.
- B. Special Education professionals who are assigned to a temporary work location outside of the metropolitan area where the professional lives and normally works will be eligible for mileage reimbursement for all miles actually and necessarily traveled from their residence and the temporary work location.
- C. Special Education professionals who have multiple work locations will be eligible for mileage reimbursement for all miles actually and necessarily traveled to and from those work locations.

DURATION OF AGREEMENT

I. Continuation Statement

This Master Agreement shall be effective at the beginning of the **2016-2017 contract** year and shall continue in effect until the end of **2017-2018 contract year**. If a new and substitute Master Agreement has not been duly entered into prior to the end of the **2017-2018** school year the terms of this Master Agreement shall continue in full force and effect until such substitute Master Agreement is adopted, which shall then be fully retroactive to the beginning of the **2018-2019** contract year.

Re-Opener Language - In the event regulations change regarding the Patient Protection Affordable Care Act, both parties agree negotiations will be immediately reopened to accommodate the changes necessary for compliance by ESU 7.

II. Separation Statement

If any part of this Agreement or any application of the Agreement to any SPED Professional or group of SPED Professionals shall be found contrary to law, 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.

III. Acceptance

Acceptance and execution of this Agreement by the Board and the Association shall end all negotiations between the parties for the 2016-2017 and 2017-2018 school years. This Agreement shall be binding upon the successors and assigns of the parties hereto.

THE BOARD OF EDUCATIONAL SERVICE UNIT 7 OF THE STATE OF NEBRASKA

By: _____ By: _____
Representative of the Board Representative of the Board

Date

Date

THE EDUCATIONAL SERVICE UNIT 7 EDUCATION ASSOCIATION

By: _____ By: _____
Association Representative Association Representative

Date

Date

