

Madison Board of Education, Madison District #1

Special Meeting: Teacher Negotiations
Wednesday, January 18, 2017 7:00 PM
Conference Room, Madison Middle/High School
700 South Kent St.
Madison, NE 68748-0450

The sequence of items on the agenda is provided as a courtesy. The board reserves the right to consider items in any sequence deemed appropriate. Therefore, visitors are encouraged to attend the meeting from the beginning.

1. Call Meeting to Order
 - 1.1. Roll Call
 - 1.2. Pledge of Allegiance
 - 1.3. Declare the meeting to be open, legal, and properly advertised
 - 1.4. Reading of the Mission Statement.
2. Consent Agenda
 - 2.1. Accept the agenda as the official agenda
3. Negotiations Meeting #5 with representatives of the Madison Education Association
4. Discuss and review MEA response to the Board of Educations last counter proposal #4 dated 12/11/17
5. Possible request for a caucus from the Board of Education
6. Possible counter offer #5 from the Board of Education
7. Request to Caucus from the MEA team
8. Discussion on counter offer #5 from the MEA team.
 - 8.1. Board of Education request to caucus
 - 8.1.1. Discussion on MEA on offer # 5
 - 8.1.2. Adjournment

The board reserves the right to enter executive session if it deems it necessary to prevent needless injury to a staff member's reputation or for the protection of the public interest.

Grievance Procedures for Employees

Grievances are referred to in two separate policies.

The first reference is from policy 402.05:

EMPLOYEE COMPLAINTS

Complaints of employees against fellow employees should be discussed directly between employees. If necessary, complaints shall be brought directly to the immediate supervisor, principal or superintendent and shall be made in a constructive and professional manner. Complaints shall never be made in the presence of other employees, students or outside persons.

The second reference is from policy 301.04:

COMMUNICATION CHANNELS

Questions and problems shall be resolved at the lowest organizational level nearest to the complaint. School employees shall be responsible for conferring with their immediate supervisor on questions and concerns. Students and other members of the school district community shall confer with a certificated employee and then with the principal on questions and concerns.

If resolution is not possible by any of the above, individuals may bring it to the attention of the superintendent within 10 school days of their discussion with the principal.

If there is no resolution or plan for resolution by the superintendent within 10 school days of the individual's discussion with the superintendent, the individual may ask to have the question or problem addressed by a quorum of the board of education as soon as reasonably possible. The action of the board will be final.

It shall first be the responsibility of the administrators to resolve questions and problems raised by the employees and the students they supervise and by other members of the school district community.

Negotiated September, 2007
Policy revised 3/14/11

Appendix E

note: Standard of Conduct and Ethics for Holders of Public School Certificates was removed from the Negotiated Agreement September, 2007.

4013 Grievance Procedure

Definition of Grievance. A grievance is an allegation by an employee or group of employees that there has been a violation of a provision of the negotiated agreement or a policy of the board of education.

Procedural Steps. The procedure for handling grievances is as set forth below.

Step 1 - Oral Notice to Principal. The grievant shall initiate the grievance by presenting it to his or her principal or immediate supervisor within seven (7) days from the date that the grievant knew or should have known of the incident giving rise to the grievance.

Step 2 - Written Grievance to the Principal. If the grievance is not resolved to the satisfaction of the grievant within five (5) days of the meeting with the principal, the grievant representative may present the grievance in writing to the principal.

The principal shall schedule a meeting within three (3) days of receipt of the written grievance to discuss the elements of the grievance. The principal shall submit his or her determination in writing to the grievant within five (5) days of the meeting.

Step 3 - Written Appeal to the Superintendent of Schools. If the determination of the principal is not satisfactory to the grievant, the grievant may appeal it to the superintendent of schools or his or her designated representative. Said appeal shall be presented, in writing, to the office of the superintendent of schools within five (5) days of receipt of the principal's determination.

The superintendent of schools or a designee shall hold a formal meeting within seven (7) days of receiving the written appeal. The superintendent of schools or a designated representative shall make a written determination regarding the grievance within five (5) days of the date of the meeting.

Step 4 - Appeal to the Board of Education. If the determination of the superintendent of schools is not satisfactory

to the grievant, the grievant may appeal it to the board within five (5) days of receipt of the superintendent's decision. The board shall hear the grievance within thirty (30) days in open or closed session in accordance with the law. The board shall notify the grievant of its decision within five (5) days of hearing the grievance.

Written Presentation. All grievances presented at Step 2 and subsequent steps of the procedure shall set forth in writing all facts giving rise to the grievance, the provision(s) of the Agreement or policy alleged to have been violated, the names of the grievant(s), the names of all witnesses, and the remedy sought by the grievant. All grievances at Step 2 and appeals at Step 3 and Step 4 shall be signed and dated by the aggrieved employee. All written answers submitted by the district shall be signed and dated by the appropriate district representative.

Grievance Meetings or Hearings. All meetings and hearings conducted under this procedure up to and including Step 3 shall be conducted in private and shall include only the administration's representatives, the grievant, the grievant's representatives, and witnesses as necessary.

Association Representation. A grievant shall have the right to have an Association representative present to represent the grievant at each level of the grievance procedure.

Reprisals. No reprisals of any kind shall be taken against any employee who uses this grievance procedure in good faith.

Withdrawal of a Grievance. A grievant may withdraw his or her grievance at any level of the procedure without fear of reprisal from any party.

Advanced Step Filing. A grievance shall be filed initially at the level at which the decision resulting in the grievance was made.

Time Limitations. Time limitations herein are critical. All references to days are to calendar days. No grievance shall be accepted by the district unless it is submitted or appealed within the time limits set forth in this Agreement. If at any time during the grievance process, it is discovered that the grievance was not filed or appealed in a timely manner, the grievance shall be dismissed. If the grievance is not submitted in a timely manner at Step 1 or Step 2, it shall be deemed

to be waived. If the grievance is not appealed to Step 3 in a timely manner, it shall be deemed to have been settled in accordance with the district's Step 2 determination. If the district fails to answer within the time limits set forth in this Agreement, the grievance shall automatically proceed to the next step.

When the deadline for taking an action falls on a Saturday, a Sunday or a legal holiday, the time for taking the action shall be extended to the next working day.

Adopted on: 1/11/16

Revised on: _____

Reviewed on: _____