

**Madison Board of Education, Madison District #1**

Board of Education Special Meeting for Teachers Negotiation's  
Tuesday, October 29, 2019 7:00 PM  
Middle School/High School Conference Room  
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 the Meeting to Order
  1. Roll Call
  2. Pledge of Allegiance
  3. Open Meetings Act
  4. Madison Public Schools Mission Statement
2. Consent Agenda
3. Negotiations meeting #1 with Representatives of the Madison Education Association
  1. Discussion of the Ground Rules for Negotiations
  2. Copies provided of current array, staff insurance placement and a copy of the 2018-19 - 2019-20 Negotiated Agreement.
  3. Possible request to caucus
  4. Discussion on MEA offer
  5. Possible request to caucus
  6. Settle or schedule next negotiations meeting
4. Executive Session
  1. Discuss certificated staff compensation and benefit package to protect the public interest and prevent needless injury to a staff member's reputation.
5. 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.*

# Madison Public Schools

**Alan Ehlers**  
*Superintendent*  
**Jim Crilly**  
*HS Principal/AD*  
**Reid Ehrisman**  
*MS Principal/IPM/EL*

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**Karla Kush**  
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**Christine Knapp**  
*Office Manager*

**The mission of Madison Public Schools is to prepare students to be competent, confident, productive, and responsible citizens.**

## GROUND RULES FOR NEGOTIATIONS

developed during negotiations sessions for the 2006-07 school year  
updated August 9, 2007 and June 13, 2012

1. All negotiations proposals will be presented in written form. Fiscal impact of proposals is to be based on current available data using current year staff as though they would remain in the district.
2. The Board's negotiation chairman will preside at each meeting. The superintendent will serve as recorder of negotiations sessions. It is the goal of both the Board and the certified staff excluding administrators and nurses to complete negotiations in four meetings, but more meetings may be held if necessary.
3. Meeting duration will be limited to two hours. Extension of this time limit is possible if both parties agree.
4. Caucus will be granted to either party upon request but will be limited to fifteen minutes in length. Extension of caucus time limits is possible if both parties agree.
5. Meetings shall be held in open session.
6. The negotiations process will involve item-by-item discussion but final settlement will be based on agreement on all points. Contract considerations will be on current staff with credit given for present year experience.
7. Tentative agreements will be reduced to writing and submitted to certified staff excluding administrators and nurses for approval. After approval, the agreement will be submitted to the Board of Education for approval.
8. The Board and certified staff excluding administrators and nurses will each pay fees and expenses for their fact-finding representative, and the fees and expenses for the third member of the fact-finding group shall be borne equally by the two parties if the need for a third member is mutually agreeable to the MEA and Board teams.
9. An agenda item for each negotiations meeting will be to establish a time and date for the next meeting agreeable to both parties.



**Negotiated Agreement**

**between**

**The Board of Education of Madison Public Schools,  
Madison County District #59-0001**

**and**

**The Madison Education Association**

**including**

**Selected Policies Guiding Certificated Employment**

**for the**

**2018-19 & 19-20 School Years**

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*The mission of Madison Public Schools is to prepare students to be competent, confident, productive, and responsible citizens.*

**CORE BELIEFS**

- A. All students can learn.
- B. Appropriate learning opportunities must be provided for all learners.
- C. Educational aids in the on-going development of responsible citizens.
- D. The social, emotional, physical and intellectual growth of each student must be promoted.
- E. The community has the responsibility to provide adequate resources to enhance learning.
- F. The educational process must provide a foundation for life-long learning for all.
- G. Participation in co-curricular activities enhances self-esteem, self-discipline and learning.
- H. Education is a shared responsibility among the school, family and community.
- I. Learning improves when mutual respect and appreciation are shown by all involved in the education process.
- J. Learning is enhanced when standards for behavior and academics are clearly communicated.
- K. The educational program must prepare students for an ever changing, global society.
- L. The family has the responsibility for the physical and emotional needs of its children.

**Preamble**

This booklet documents the agreement reached regarding the negotiated agreement between the Madison Public School Board of Education and the Madison Education Association. This agreement was approved by teachers on January 9, 2018, by the Board of Education on January 9, 2018, and becomes effective on the date signed by both parties immediately below.

\_\_\_\_\_  
Teacher Negotiations Chair                      Date

\_\_\_\_\_  
Board Negotiations Chair                      Date

\_\_\_\_\_  
Teacher Negotiator                              Date

\_\_\_\_\_  
Board Negotiator                                Date

\_\_\_\_\_  
Teacher Negotiator                              Date

\_\_\_\_\_  
Board Negotiator                                Date

\_\_\_\_\_  
Teacher Negotiator                              Date

\_\_\_\_\_  
Board Negotiator                                Date

\_\_\_\_\_  
Board Negotiator                                Date

\_\_\_\_\_  
Board Negotiator                                Date

**Article I**

**Recognition**

The Board recognizes the Madison Education Association as the exclusive and sole collective negotiating representative for all teachers employed by the District.

## Article II

### Salary Schedule

- A. Base Salary: The 2018-19 base salary for a teacher with a bachelor's degree and no prior experience shall be \$34,950. The vertical steps and horizontal lanes of the schedule are shown in Appendix A, attached hereto and made a part of this agreement. The 2019-20 base salary for a teacher with a bachelor's degree and no prior experience shall be \$35,800. The vertical steps and horizontal lanes of the schedule are shown in Appendix A, attached hereto and made a part of this agreement.
- B. Placement Authority: Each year the administration will have the authority to place four new teachers on the salary schedule up to and not exceeding their actual level of experience. This allows the administration the discretion to grant experience beyond the 5-year level to four teachers on a yearly basis.
- C. Professional Growth: Every six years permanent certificated employees shall give evidence of professional growth. Six semester hours of college credit shall be accepted as evidence of professional growth or, in the alternative, such other activities as are approved by the school board, which may include, but are not limited to, educational travel, professional publications, or work on educational committees. Further clarification regarding non-college credit based professional growth (workshops, etc.) is provided in policy 409.01.
- D. Compensation for Extra Service: Service beyond the typical 185 day contract will be compensated at the rate of 1/185<sup>th</sup> of the district base pay per day. This policy became effective beginning in the 1996-97 school year. Teachers with other contract arrangements for 1996-97 will begin in 1997-98. This policy does not include other arrangements for teaching summer school sessions. Negotiated September, 2007
- E. Mileage: Staff traveling on authorized school business in their own vehicle when a school vehicle is not available or when a school administrator has approved personal vehicle use will be reimbursed at the "State Rate" for mileage reimbursement.
- F. Grievance Procedure: A grievance procedure for Certified Employees of the Madison School District is in effect. Details and procedures are shown in Appendix D.
- G. Teacher Class Load: Teacher class-load will be seven (7) classes. If a (8) class or its time equivalent is assigned to a teacher, the salary adjustment will be 8% of base pay. (1985-86) Teachers with assigned classes requiring 7 different preps will be compensated as per extra duty schedule.

Negotiated November, 2010

Teachers will be provided equitable amounts of individual planning time on a weekly basis.

Revised January, 2017

H. Substitute Pay: Elementary, middle, and high school teachers will be compensated when substituting for Guidance, Music, PE, and middle school coaching during their regularly scheduled prep time at these calculated rates:

- one High School period: base salary/185/7
- one Middle School block: base salary/185/9
- Elementary School: base salary/185/8 times the decimal equivalent of minutes subbed

No substitute pay will be provided when teachers are assigned to cover duties typically performed by classified staff members such as lunch duty, recess, library, etc. Negotiated December, 2006

J. Teacher Compensation: Teachers who are required by the administration to attend special classes or workshops to gain information and knowledge for instruction of their students will be compensated in addition to their regular salary. There will be no additional compensation if the classes are held during teacher contract time. Otherwise, they will be compensated on an hourly basis using the following formula: District Base/185/7.

K. Grandfather Section of Salary Schedule: This portion of the negotiated agreement was developed to provide a salary factor for teachers who earned more than 36 hours of graduate level credits, but didn't have those hours in an approved masters degree program. It was provided for specific teachers at its inception and not intended for any others. When those teachers in the grandfather section are no longer employed by the district all references to "grandfather provisions" will be removed from the negotiated agreement and salary schedule. Negotiated December, 2006

The grandfathered steps will be removed for the 2017-2018 school year. Teachers on these steps will be placed on the BA +36 step with commensurate years of experience. Revised January, 2017

L. Attendance At Training Sessions Requested By The School District: Participants at these sessions will be gaining knowledge and information they will use as leaders for local program development or implementation of the program. Compensation will be at the rate of District Base/185/7 per day when the workshop does not fall on a regular contract day and attendance of 7 hours or more per day is required. When attendance is less than for 7 hours, compensation will be at a rate of District Base/185/7 of the base pay per hour. This would include evenings and partial days on non-contract days. Examples of workshops would be the SCIP program, A+, Effective Schools, Strategic Planning, Curriculum planning and development. Examples of items not included would be meetings/conferences with parents and faculty (i.e. parent/Teacher Conferences, IEP meetings, faculty meetings, Title I/Migrant Meetings).

M. Participation On A School Committee: Participants serving on a school committees not included on the Extra Duty Schedule, requiring the teacher's professional skills, outside of the school day will be compensated at an hourly rate of District Base/185/7.

N. Attendance At Conferences That Are Approved By The Board: Payments will be made by the district for registration fees, transportation, daily meal allowance, and lodging. Conferences held on school days will not be encouraged and must have prior administrative approval. When school vehicles are available that is the mode of transportation to be used.

- O. District Paid College Courses For Credit: College courses must be approved by the Superintendent and must also fulfill the requirements of the district's strategic educational plan to qualify for school district payment of tuition and registration, transportation allowance and stipend allowance per credit hour. College hours paid by the district cannot be counted for advancement on the teacher salary schedule. Application to the Superintendent to consider payment of the college hours must be made prior to taking the course. These hours may be used for professional growth requirements. The policy on professional growth requiring a teacher without a master's degree or BA+36 to earn six college hours every four years is presently in force.

note: Guidelines For Curriculum Review was removed from the Negotiated Agreement September, 2007

- P. Extra Duty: The Extra Duty Pay Schedule is set forth in appendix B of this document. Additions to the extra duty schedule must be made through negotiations. In order to eliminate the cost for summer camps for all students, the board agrees to provide 2% of base salary for a free-to-students camp at the age level determined by the head coach for football, softball, volleyball, boys and girls basketball, and wrestling. The board agrees to provide an extra 1% of base salary available for additional supplies, materials, and assistance for the free camp. The free camp must occur before a coach can schedule a fee-based camp. Since softball is in a portion of its competitive season during the summer, the coach may schedule this camp at another time during the school year. Each camp that is offered will provide a minimum of ten hours of instruction. This item will be reviewed on an annual basis and may be eliminated by either party.

Negotiated December, 2006

- Q. Monthly Payments: Teachers shall be paid in twelve (12) monthly payments on the 20<sup>th</sup> day of each month beginning on September 20<sup>th</sup>. If the 20<sup>th</sup> of the month falls on a weekend, holiday, or vacation period, payroll will be distributed on the last working day prior to the 20<sup>th</sup>. Payments will be made using electronic transfer of funds. Individuals who request manual payment will need to make such a request through the Superintendent.

Negotiated December, 2006

- R. Incentive Payment for Residence Within the District: The parties believe that it is in the best interests of the teachers and the school district that school district employees live within the boundaries of the school district, as doing so promotes a feeling of greater personal stake in the community's and the school district's progress; reduces absenteeism and tardiness; promotes a better working relationship between parents, patrons, and teachers; and provides general economic benefit to the community through local expenditure of employee salaries. Therefore, in addition to salary and any extra duty compensation to which they are entitled pursuant to this agreement, certificated staff members will receive an additional yearly stipend of \$ 350.00 if they reside within the boundaries of the school district for the entire school year. This stipend is payable pursuant to the following terms:

The staff member must have established a permanent residence within the geographic boundaries of the Madison School District prior to the beginning of the school year in which the stipend is receive and must continuously maintain a residence within the district for the duration of contract year;

For purposes of this provision, “residence” means the place in which the employee is actually domiciled; which is the employee’s established home; where the employee is actually living full-time; the employee’s true, fixed and permanent home; and the place to which the employee intends to return when absent therefrom

No later than the beginning of each school year, staff members seeking to qualify for this stipend shall advise the district business manager of the address of their residence within the district and shall, upon request, provide the Board with appropriate assurances that this address is, in fact, their permanent domicile. The stipend for a Teacher living in the Madison School District will be disbursed at the end of the school year, when all requirements have been met.

Negotiated January, 2018

### Article III

#### Insurance

Health and Dental Insurance: The Madison Public Schools will provide a dual option group health insurance plan at the appropriate tier and single dental insurance coverage for each certified employee with the carrier designated through the Educator Health Alliance at the **\$900 / \$3500 HSA** deductible level (see applicable EHA rate tables) based on the yearly decision by the Employee.

Revised February 2017

A.

It has been the practice for the Board to pay for family dental when spouses both teach for the district. This practice is a board decision and is not part of the negotiated agreement.

Negotiated December, 2009

B. Long-Term Disability Insurance and Life Insurance: The School District will offer all certified staff with group long-term disability insurance at teacher's expense and will provide \$20,000 group term life insurance at District expense.

Revised September 2003

C. Non-participants in Health Insurance: Beginning in the 2003/04 school year, authority is given to the Board to offer an incentive of equal value for teachers to take insurance outside of the school district. (This decision and the amount are solely left up to the Board.)

Revised September 2003

## Article IV

### Leave

- A. Sick Leave: Teachers shall be entitled to absence without loss of pay for personal illness, or for illness or death in the family, for a period of ten (10) days per year accumulative to forty-five (45) days. No part of the sick leave shall be granted to employees or used by them for any other purpose.
- B. Professional Leave: The intent of professional leave is to facilitate improved student achievement through a more highly trained instructional staff. Requests for professional leave may be initiated by the teacher or the teacher's building administrator. Teachers may expect to be granted two (2) or more days of professional leave, subject to administrator discretion, for professional growth opportunities aligned with the teacher's assigned instructional duties and in consideration of budgetary and scheduling factors.  
Negotiated December, 2006
- C. Personal Leave: Two (2) days of personal leave, non-accumulative will be granted each year. Beginning with the 2013-14 school year certificated staff to carry over one personal day to the following year. Certificated staff will not be allowed to have more than four personal days in any year. Use of the days is at the discretion of the teacher; however, the teacher must give the administration one-week prior notice except in the case of emergency. After accumulating maximum sick leave of 45 days by August 15 of the current school year, teachers are allowed to accumulate 1 personal day per year up to a total of four days providing that they pay the substitute teacher for the extra days, and providing that the maximum sick leave of 45 days is maintained by August 15 each of the three years.  
Revised January 2017
- D. Family Medical Leave: It is agreed that the section shall be rewritten as policy and that the policy will coincide with the Family Medical Leave Act.  
Agreed to the rewrite of Policy in September of 2003
- E. Jury Duty: Teachers who elect to serve on court juries rather than to apply for exemption (25-1601) shall receive their full salary less per diem received from the courts.
- F. Emergency Medical and Maternity Leave Bank: Direction was provided in the 2003-04/2004-05 negotiated agreement for a committee of teachers, administrators, and board members to develop a "sick leave bank". Provisions of the Emergency Medical and Maternity Leave Bank may be found in Appendix C.  
Negotiated August, 2008

## Article V

### **Terms of Employment**

- A. Official School Calendar was removed from the Negotiated Agreement September, 2007
- B. Reelection of Teachers was removed from the Negotiated Agreement September, 2007
- C. Release from Contract was removed from the Negotiated Agreement September, 2007
- D. Classroom Interruptions was removed from the Negotiated Agreement September, 2007
- E. Negotiated Agreement continuation language: The Negotiated Agreement shall be effective for the 2018-19\* and 2019-20\* contract years. If a new and substitute Negotiated Agreement has not been duly entered into prior to the end of the 2019-2020 school year the terms of the Negotiated Agreement shall continue in full force and effect until such substitute Negotiated Agreement is adopted, which shall then be fully retroactive to the beginning of the 2020-21\* school year. \* indicates that school year designations will be automatically updated each year as a routine part of the negotiations process.  
Negotiated November, 2010
- F. Initial Placement was removed from the Negotiated Agreement December, 2012: Beginning in the 2003-2004 school year, teachers with two or fewer years of teaching experience will be placed on the third step of the approved salary schedule upon their entry to the district. Their placement will then be frozen at that vertical position until the beginning of their fourth year of actual experience. Horizontal movement, for approved graduate classes will be allowed as per policy. For comparability calculations, teachers will be placed at their actual experience level. (All teachers hired after December 2012 will be placed on step 1 as they enter the district unless granted years of service from other school districts.)  
Negotiated August, 2008

Appendix A: Salary Schedule

## Appendix B: Extra Duty Schedule

## Appendix C

### MADISON PUBLIC SCHOOLS Emergency Medical and Maternity Leave Bank Updated August, 2008

#### **I. ESTABLISHMENT**

An Emergency Medical and Maternity Leave Bank (hereafter EMMLB) is hereby established to self-insure certificated staff members from financial loss due to extended absence from contractual duties.

#### **II. ELIGIBILITY AND PARTICIPATION**

The EMMLB will be available to all regular certificated staff members (teachers and administrators). Participation and use of the bank will be on a voluntary basis. Only those who contribute to the bank will be allowed to access resources of the bank.

#### **III. CONTRIBUTIONS**

A period of two weeks beginning on the first contracted day of each school year will be provided for certificated staff to contribute to the bank.

The initial contribution expected of participants will be a donation of 1 or 2 days totaling a group maximum of 110 days.

Subsequent donations will be requested from participants during the first 2 weeks of each school year.

Participants who received reimbursement the previous school year must contribute at least one day to once again be allowed access to resources of the bank.

New certificated employees and first time participants will be able to become participants in the EMMLB by contributing to the pool of days regardless of the pool's total number of days during the timeline noted above. For mid-year hires, this application period shall be the first two weeks of employment with the Madison Public Schools.

Days contributed to the EMMLB may not be withdrawn for any reason.

Days remaining in the EMMLB at the end of the year will carry over to the next year.

Certificated staff who begin the school year with their full quota of sick days and then donate a day or two to the EMMLB will not lose the opportunity to buy an extra personal leave day as provided in Article IV, section C, of the Negotiated Agreement.

#### **IV. ORGANIZATION AND RECORDKEEPING**

Records of all EMMLB functions will be jointly maintained in the central administrative office of the Madison Public Schools and by the President or designee of the Madison Education Association (hereafter MEA).

A 5-person committee of EMMLB participants consisting of 3 members from the secondary staff and 2 members from the elementary staff will be elected by EMMLB participants to determine allocation of EMMLB resources. This EMMLB review committee will elect a chairperson to coordinate review efforts.

## V. ACCESSING EMLB RESOURCES

Access to resources of the EMMLB is available only to participating certificated staff members.

Access to EMMLB resources may only occur during the current school year. The current school year shall begin on the first contracted staff day for each school year.

Accessing EMMLB resources may occur only after accumulated sick and personal leave have both been utilized.

There is a limit per person of 15 days per semester.

Total reimbursement from EMMLB in any one school year will not exceed 110 days.

EMMLB resources will reimburse the participant for unpaid days resulting from:

- A. Absences that do not qualify for coverage under long-term disability.
- B. Absences related to illness, injury, death, funeral attendance, or bereavement leave for any member of the participant's eligible family. Eligible family members shall be identified by name on the provided form at the time of enrollment and may include:
  - One father (or father figure) and one mother (or mother figure)
  - One father-in-law and one mother-in-law
  - One spouse
  - All children, step-children, and foster children
  - All brothers and sisters, step-brothers and step-sisters, and foster brothers and foster sistersNote: eligible family members are defined differently than immediate family members in policy 410.04
- C. Absences related to childbirth and adoption: a limit of five (5) days \* may be requested from the EMMLB for a normal delivery or adoption. ten (10) days \* may be requested from the EMMLB for a caesarean delivery. In either case, these days would immediately follow the childbirth or adoption. If a participant has 30 days of sick and/or personal leave accumulated, s/he may not request reimbursement from the EMLB.
- D. Any paid leave granted pursuant to the EMMLB shall run concurrently with any Family and Medical Leave Act leave to which the teacher may be entitled.

\* EMMLB resources will not be used to reimburse staff for days missed in excess of accumulated sick and personal leave when that certificated staff member has reduced such leave through repayment of days borrowed from future leave allocations.

EMMLB reimbursement requests shall be made on reimbursement application forms provided for that purpose and submitted on or before the last day of each semester of the school year. A properly completed form will contain all requested information and will be signed by the applicant and co-signed by the member of the EMMLB review committee receiving the reimbursement application. An EMMLB review committee member may not sign his/her own reimbursement application form.

Applications for EMMLB reimbursement for medical reasons must be accompanied by a physician's statement indicating the necessity of the absence.

Applications for EMMLB reimbursement will be acted upon during two periods each school year. These times will be:

- A. Between the last school day of the first semester and the Wednesday preceding the date of the regular January meeting of the MPS board of education. No more than half of the total number of days in the EMMLB pool may be approved for reimbursement during this time period.
- B. Between the last school day of the second semester and the Wednesday preceding the date of the regular June meeting of the MPS board of education.

After a participant has used his/her individual sick and personal leave, 1/185 of their annual teaching salary will be deducted from their next paycheck for each additional day of sick leave used. The actual amount of salary deducted and allowable EMMLB reimbursement will be prorated to the actual amount of excess leave utilized.

Reimbursement for approved days will be approved by the Board of Education during the January and June board meetings and then paid as part of the February or July paycheck.

## **VI. GENERAL GUIDELINES FOR DISTRIBUTION OF EMMLB RESOURCES**

If the request qualifies for the bank, the participant deserves at least a portion of his/her request.

Awarded days shall not exceed the number of days in the bank. The EMMLB review committee will determine an equitable distribution of resources.

The number of days granted may or may not be dependent on the number of days contributed.

Amendments to these general guidelines (section VI) may be developed by the EMMLB review committee and will be considered to be effective once communicated in writing to all EMMLB participants.

MADISON PUBLIC SCHOOLS

Emergency Medical and Maternity Leave Bank Enrollment and Contribution Form

this form due in Superintendent's office by 4:00 p.m., Friday, August 31, 2018

I wish to be a participant in the Madison Public Schools Emergency Medical and Maternity Leave Bank.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Days donated to the Emergency Medical and Maternity Leave Bank: \_\_\_\_\_

\_\_\_\_\_  
Signature, Certificated Staff Member

\_\_\_\_\_  
Signature, Superintendent

MADISON PUBLIC SCHOOLS

Emergency Medical and Maternity Leave Bank Eligible Family Member Identification Form

This form is to be submitted with the initial EMMLB Contribution Form. This form may be amended when necessary to reflect eligible family member changes (new spouse or increase of children or brothers/sisters).

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Father (or father figure): \_\_\_\_\_

Mother (or mother figure): \_\_\_\_\_

Father-in-law: \_\_\_\_\_

Mother-in-law: \_\_\_\_\_

Spouse: \_\_\_\_\_

Children\*: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Brothers and sisters\*\*: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*=Including step children and foster children

\*\*=Including stepbrothers, stepsisters, foster brothers and foster sisters

Approval of EMMLB Review Committee and Superintendent:

\_\_\_\_\_  
EMMLB Review Committee member                      Date                      Date(s) Amended

\_\_\_\_\_  
Superintendent                      Date                      Date(s) Amended



Appendix D

**MADISON PUBLIC SCHOOLS**

**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.

Negotiated January 2017

## Appendix E

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

1920 and 2021 Health, Dental, and Life Insurance Costs

Coverage	# Teachers	monthly	monthly	monthly	Total H.I. Cost	Total D.L.	Total L.L.	total cost
<b>\$1050 DEDUCTIBLE (19-20 rates TBA)</b>								
employee	11	\$607.56	\$28.96		\$80,197.92	\$3,822.72		\$84,021
employee & child(ren)	3	\$1,124.00	\$28.96		\$40,464.00	\$1,042.56		\$41,507
employee & spouse	4	\$1,275.89	\$28.96		\$61,242.72	\$1,390.08		\$62,633
employee, spouse, & child(ren)	18	\$1,713.19	\$28.96		\$370,049.04	\$6,255.36		\$376,304
employee couple	0	\$0.00	\$28.96		\$0.00	\$0.00		\$0
employee couple & child(ren)	0	\$0.00	\$81.66		\$0.00	\$0.00		\$0
life insurance	36		\$0.00	\$3.80	\$0.00	\$0.00	\$1,641.60	\$1,642
					<b>\$551,954</b>	<b>\$12,511</b>	<b>\$1,642</b>	<b>\$566,106</b>
<b>\$1050 DEDUCTIBLE (20-21 rates TBA)</b>								
employee	0	\$623.47	\$28.96		\$0.00	\$0.00		\$0
employee & child(ren)	0	\$1,153.42	\$28.96		\$0.00	\$0.00		\$0
employee & spouse	0	\$1,309.28	\$28.96		\$0.00	\$0.00		\$0
employee, spouse, & child(ren)	0	\$1,758.03	\$28.96		\$0.00	\$0.00		\$0
employee couple	0	\$0.00	\$28.96		\$0.00	\$0.00		\$0
employee couple & child(ren)	0	\$1,758.03	\$80.85		\$0.00	\$0.00		\$0
life insurance	0		\$0.00	\$3.80	\$0.00	\$0.00	\$0.00	\$0
					<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>\$1200 DEDUCTIBLE (20-21 rates TBA)</b>								
employee	0	\$607.56	\$28.96		\$0.00	\$0.00		\$0
employee & child(ren)	0	\$1,124.00	\$28.96		\$0.00	\$0.00		\$0
employee & spouse	0	\$1,275.89	\$28.96		\$0.00	\$0.00		\$0
employee, spouse, & child(ren)	0	\$1,713.19	\$28.96		\$0.00	\$0.00		\$0
employee couple	0	\$0.00	\$60.78		\$0.00	\$0.00		\$0
employee couple & child(ren)	0	\$1,713.19	\$80.85		\$0.00	\$0.00		\$0
life insurance	0		\$0.00	\$3.80	\$0.00	\$0.00	\$0.00	\$0
					<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
employee	Greunke	Cooper	Lafleur, V	Jones	Holub, P	Babutzke		
	Wolta	Herfel	J. Anderson	Rice	Crilly, Joe			
employee and child(ren)	Ernest, R	Foley, S	McCartney, L					
employee and spouse	Engelmann	Wehrle	J. Lewis	Unkel				
employee, spouse, and child(ren)		Brandl	Harrington	Calderon	Kolar	McPhillips		
	Johnson, D.	Kratochvil	Fite	Lovercheck	Prather	Surber		
	Reeves, E	Ternus	Rother	Frauendorf	Pollreisz	Went		
	Kunz, B							
employee couple	Crilly							
employee couple and child(ren)								
Admin Team	Kush	Ehrisman				All Family Health Plans		

1920 and 2021 Health, Dental, and Life Insurance Costs

Coverage	# Teachers	monthly	monthly	monthly	monthly	Total H.I.	Total D.I.	Total L.L.	total cost
<b>\$3,500 DEDUCTIBLE (19-20 rates)</b>									
employee	2	\$512.61	\$28.96	\$12,302.64	\$695.04				\$12,998
employee & child(ren)	0	\$948.36	\$28.96	\$0.00	\$0.00				\$0
employee & spouse	1	\$1,076.50	\$28.96	\$12,918.00	\$347.52				\$13,266
employee, spouse, & child(ren)	8	\$1,445.46	\$28.96	\$138,764.16	\$2,780.16				\$141,544
employee couple	0	\$0.00	\$60.78	\$0.00	\$0.00				\$0
employee couple & child(ren)	0	\$1,445.46	\$81.66	\$0.00	\$0.00				\$0
life insurance	11		\$0.00	\$3.80	\$0.00	\$163,985	\$3,823	\$501.60	\$502
<b>\$3,500 DEDUCTIBLE (20-21 rates)</b>									
employee	0	\$512.61	\$28.96	\$0.00	\$0.00				\$0
employee & child(ren)	0	\$948.36	\$28.96	\$0.00	\$0.00				\$0
employee & spouse	0	\$1,076.50	\$28.96	\$0.00	\$0.00				\$0
employee, spouse, & child(ren)	0	\$1,445.46	\$28.96	\$0.00	\$0.00				\$0
employee couple	0	\$0.00	\$60.78	\$0.00	\$0.00				\$0
employee couple & child(ren)	0	\$1,445.46	\$80.85	\$0.00	\$0.00				\$0
life insurance	0		\$0.00	\$3.80	\$0.00	\$0	\$0	\$0.00	\$0
employee	0	\$607.56	\$28.96	\$0.00	\$0.00				\$0
employee & child(ren)	0	\$1,124.00	\$28.96	\$0.00	\$0.00				\$0
employee & spouse	0	\$1,275.89	\$28.96	\$0.00	\$0.00				\$0
employee, spouse, & child(ren)	0	\$1,713.19	\$28.96	\$0.00	\$0.00				\$0
employee couple	0	\$0.00	\$60.78	\$0.00	\$0.00				\$0
employee couple & child(ren)	0	\$1,713.19	\$80.85	\$0.00	\$0.00				\$0
life insurance	0		\$0.00	\$3.80	\$0.00	\$0	\$0	\$0.00	\$0
employee	Koopman	Throug, Huy							
employee and child(ren)									
employee and spouse	Herz								
employee, spouse, and child(ren)	Braithwait	Ferguson	Fuhs	Crilly, C					
	Kaps	Wagner	Middleton	Ramaekers,R					
employee couple (Board)	Neidig								
employee couple and child(ren)		Reeves							
Admin Team	Ehlers	Jordan						All Family Health Plans	

# Madison Public Schools

**Alan Ehlers**  
Superintendent  
**Jim Crilly**  
Secondary Principal  
**Andrew Offner**  
Elem Principal/CD

700 So Kent St.  
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**Karla Kush**  
MS Principal/IPM/EL  
**Reid Ehrisman**  
Athletic Director  
**Christine Knapp**  
Office Manager

**The mission of Madison Public Schools is to prepare students to be competent, confident, productive, and responsible citizens.**

September 9, 2019 update

To: MPS board of Education members & MEA Members  
From: Alan Ehlers, Superintendent  
Subject: **Status** of array schools regarding teacher negotiations for **2019-20**

District	2018-19 base	2019-20 base	Salary Sch	Deduct
Battle Creek	\$35,200	\$36,000	4 x 5 MA+ 27	\$900/1500
Boone Central	\$34,800	\$35,800	4 x 5 MA+ 36	\$1050/3500
Elkhorn Valley	\$35,400	\$36,100	4 x 4.5 MA+ 18	\$900/3500
Lakeview	\$34,450	\$35,050	5 x 4 MA+ 36	\$1050
Madison	\$34,950	\$35,800	5 x 4 MA+ 27	\$900/3500
Neligh-Oakdale	\$34,740	\$35,540	4 x 4 MA+ 18	\$1150
Pierce	\$34,100	\$35,400	5 x 4 MA+ 36	\$1500/3000
Plainview	\$35,375	\$36,375	4.25 x 4.25 MA+ 27	\$900
Stanton	\$35,600	\$35,600	4 x 5 MA+ 18	\$1050/3500
Twin River	\$35,900	\$36,300	4 x 5 MA+ 36	\$1050
Wayne	\$35,700	\$36,700	4 x 5 MA + 36	\$1000/\$3000
West Point	\$35,200	\$35,700	4 x 5 MA+ 27	\$1050
Wisner-Pilger	\$34,400	\$35,050	4 x 5 MA+ 18	\$1050/3500
Average	\$35,063	\$35,801		

## 2 YEAR AGREEMENTS:

Other notes:

Wayne has insurance with Aetna not EHA \$1000/\$3000 HSA Teachers are paying a 10% of the premium cost.

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September 9, 2019 update

To: MPS board of Education members & MEA Members  
From: Alan Ehlers, Superintendent  
Subject: **Status** of array schools regarding teacher negotiations for **2020-21**

District	2019-20 base	2020-21 base	Salary Sch	Deduct
Battle Creek	\$36,000	\$	4 x 5 MA+ 27	\$900/1500
Boone Central	\$35,800	\$	4 x 5 MA+ 36	\$1050/3500
Elkhorn Valley	\$36,100	\$	4 x 4.5 MA+ 18	\$900/3500
Lakeview	\$35,050	\$35,500	5 x 4 MA+ 36	\$1050
Madison	\$35,800	\$	5 x 4 MA+ 27	\$900/3500
Neligh-Oakdale	\$35,540	\$	4 x 4 MA+ 18	\$1150
Pierce	\$35,400	\$	5 x 4 MA+ 36	\$1500/3000
Plainview	\$36,375	\$	4.25 x 4.25 MA+ 27	\$900
Stanton	\$35,600	\$36,250	4 x 5 MA+ 18	\$1050/3500
Twin River	\$36,300	\$	4 x 5 MA+ 36	\$1050
Wayne	\$36,700	\$	4 x 5 MA + 36	\$1000/\$3000
West Point	\$35,700	\$36,200	4 x 5 MA+ 27	\$1050
Wisner-Pilger	\$35,050	\$	4 x 5 MA+ 18	\$1050/3500
Average	\$35,801	\$35,983		

## 2 YEAR AGREEMENTS:

Other notes:

Wayne has insurance with Aetna not EHA \$1000/\$3000 HSA Teachers are paying a 10% of the premium cost.