2024-2026
COLLECTIVE BARGAINING AGREEMENT
between Millard Public Schools
and the Millard Education Association

THIS AGREEMENT made and entered into this ___ day of _____, 2024 by and between School District Number 17, Douglas County, Nebraska, also known as the Millard Public Schools (hereinafter called "District"), and the Millard Education Association (hereinafter called "Association").

WHEREAS, the parties have from time to time met and negotiated the terms and conditions of employment for teachers and nurses for the 2024-25 and the 2025-26 school years; and

WHEREAS, the parties have reached an agreement with respect to the terms and conditions of the employment for teachers and nurses for the 2024-25 and the 2025-26 school years;

NOW, THEREFORE, in consideration of the covenants and conditions as hereinafter set forth, the parties agree as follows:

ARTICLE I
RECOGNITION

For the purpose of negotiating collectively on those terms and conditions of employment required by law, the District hereby recognizes the Association as the exclusive bargaining agent for employees certificated by the Nebraska Department of Education and employed by the District.

In addition, the District hereby recognizes the Association as the exclusive bargaining agent for all employees hired by the District as nurses, regardless of their licensure status with the Nebraska Department of Education, including registered nurses (“RNs”), Bachelor of Science nurses (BSNs), and supervisory nurses.

The definition of employees covered by the terms and conditions of this Agreement specifically does not include persons employed as administrators, substitute teachers, substitute nurses, student teachers, or any other health care employees working for the District, including but not limited to those employed as health paraprofessionals, certified medical assistants (“CMAs”), certified nursing assistants (“CNAs”), licensed practical nurses (“LPNs”), or licensed practical nurses (“LPNs”).

ARTICLE II
TERMS FOR REOPENING THIS AGREEMENT

a) **GOVERNMENTAL ACTION.** Neither the District nor Association shall unreasonably withhold consent to reopen the Agreement, upon request by the other party, in the event,

i) the District is unexpectedly confronted by, or either party reasonably anticipates, Federal or State action with the potential to materially degrade those financial resources anticipated to have been available to the District at the time of this Agreement's ratification. Any legislative, judicial, administrative, or civil action with the potential to render harm or that actually renders harm to the District or its Employees, including judgments or damages rendered from litigation undertaken against the District, shall qualify for consideration under this section, and in light of such consideration either party may request the other reopen the Agreement to address only the practical or financial impact of those legislative, administrative, or judicial changes and civil actions;

b) **BENEFIT FUND DEPLETION.** Neither the District nor Association shall unreasonably withhold consent of a request by the other party to reopen the Agreement in the event,

i) the balance of the District Employee Benefit Fund falls below $3,000,000, not including any loans into the Fund by the District or any amounts borrowed out of the Fund by the District, as measured on May 1 in the first year of a two-year Agreement and is communicated to the Association by the District on or before May 30, in which case those provisions of the Agreement pertaining to the cost of health benefits otherwise slated to take effect in the subsequent year shall be subject to renegotiation; and

ii) should the parties reopen talks pursuant to this subsection, but fail to reach a tentative agreement on or before August 15 of the first year of a two-year Agreement, the District may, beginning in Year Two, continue to calculate employee salaries using the base salary values described in the Agreement for Year One rather than adopt those intended for Year Two.

c) **FISCAL CONDITIONS.** Neither the District nor the Association shall unreasonably withhold consent to reopen the Agreement in the event either party reasonably anticipates the District's Grand Total of All General Fund Receipts will increase by less than 2.5% from the fiscal year ending in Year One of a two-year agreement to the fiscal year ending in Year Two of

a two-year agreement, in which case either party may reopen the Agreement for the sole purpose of renegotiating salary and benefits. For purposes of this paragraph, "Grand Total of All General Fund Receipts" shall mean total receipts reported by the District and enumerated in the Nebraska Department of Education's Annual Financial Report ("AFR"), including receipts associated with any tax levy override revenue, but specifically excluding those receipts associated with the Elementary and Secondary School Emergency Relief Act ("ESSER"). Should the parties reopen talks pursuant to this subsection, but fail to reach a tentative agreement on or before August 15 of the first year of a two-year Agreement, the District may, beginning in Year Two, continue to calculate employee salaries using the base salary values described in the Agreement for Year One rather than adopt those intended for Year Two.

ARTICLE III
BARGAINING UNIT CLARIFICATION:

a) OUTSIDE NURSING SERVICES. The parties hereby agree that the District reserves the right to contract for nursing services with organizations providing nursing services; provided further, that any nurse already employed by the District at the time any such contract is made shall continue to be employed by the District in accordance with the terms and conditions in this Agreement.

b) UNFILLED TEACHING POSITIONS. The parties hereby agree that the District may employ student teachers for unfilled teaching positions when: (a) the unfilled teaching position has been open and posted for a minimum of 30 calendar days; and (b) no qualified applications have been received by the District for the open teaching position or no qualified applicant has accepted employment. In the event that the District hires a non-certificated student teacher to fill a position, and that student teacher subsequently receives his/her teaching certification, that student teacher shall be offered a teaching position covered by this Agreement or shall be terminated within thirty (30) calendar days.

ARTICLE IV
PROCEDURE AND PROTOCOL
FOR NEGOTIATION OF SUCCESSOR AGREEMENTS

The parties hereby agree that negotiation shall be commenced, conducted, and completed according to the procedure and protocol set forth and described in Appendix A, which is attached hereto and made a part of this Agreement.

ARTICLE V
TERMS AND CONDITIONS

(1)
TERM

DURATION. This contract shall begin on August 1, 2024 and terminate on July 31, 2026. If upon the expiration of this Agreement on the 31st day of July, 2026, the parties hereto have not agreed to a collective bargaining agreement for the school year 2026-27, the terms of this Agreement shall continue in full force and effect, so long as the parties are continuing to engage in good faith collective bargaining.

CONTRACTED DAYS, NEW HIRES AND RETURNING TEACHERS. In Year One of the Agreement, the contract shall consist of 194 teacher days for returning teachers and 196 days for new teacher hires. In Year Two of the Agreement, the contract shall consist of 193 teacher days for returning teachers and 195 days for new teacher hires. The District may require any new teacher hire to work the two additional days of his or her contract without additional compensation, provided those days are scheduled after the commencement of the regular teacher work calendar. Each new teacher hire who attends new teacher workshops before the commencement of the regular teacher work calendar shall be compensated for each day of attendance at a rate of $200 per day. New teacher hire workshop compensation shall be rendered as a stipend and tracked separately from total salary for the purposes of calculating the new teacher hire's daily rate of pay.

CONTRACTED DAYS, NEW HIRES AND RETURNING NURSES. In each contract year, the contract shall consist of 192 nurse days for returning nurses and new nurse hires.

CALLBACK DAYS. The District may require any employee covered by this agreement to work up to five additional days, provided that the employee is given a minimum of 90 days' advance notice. An employee may be excused without pay from working the additional day(s) by providing good cause; good cause shall include any of the leave of absence reasons set forth in Board Policy and Rule. Failure to show good cause may result in disciplinary action. In determining how many additional days the District may require of an employee, the District shall disregard work offered and voluntarily accepted by the employee. Teachers called back under this provision shall be compensated at the daily rate. Nurses called back under this provision shall be compensated at a rate of $264 per day (or portion thereof at $33 hourly).

(2)
SALARY AND COMPENSATION

Salary will be adjusted proportionately according to changes in the individual employee's full-time equivalency (FTE) and / or the number of contract days.

TEACHERS: Each teacher's pay shall be as set forth in Appendix B, subject to the following limitations:

a) **FORMULA**. A returning teacher's salary shall be the greater of: (i) his or her formula salary in Appendix B; or (ii) the previous year's salary, prorated for FTE or extended contracts; and

b) **NEW HIRES**. Any teacher newly hired to the District shall receive a salary as set forth in Appendix B, prorated for FTE, extended contracts, and / or mid-year hires.

NURSES: Each nurse's pay shall be as set forth in Appendix F, subject to the following limitations:

a) **FORMULA**. A returning nurse's salary in 2024-25 shall be the lesser of: (i) his or her formula salary in Appendix F; or (ii) a maximum pay increase of 8.5%. A returning nurse's salary in 2025-26 shall be the lesser of: (i) his or her formula salary in Appendix F; or (ii) a maximum pay increase of 7%. All salaries shall be prorated for FTE or extended contracts; and

b) **NEW HIRES**. Any nurse newly hired to the District shall receive a salary as set forth in Appendix F, prorated for FTE, extended contracts, and/or mid-year hires.

LIMITATIONS ON PAY FOR TEACHERS AND NURSES: Each employee's pay shall be subject to the following limitations:

a) **FINAL SALARY**. To the extent there is an alleged difference between an employee's salary as predicted by the calculations described in this Agreement and the amount disbursed to the employee as payment, the employee may notify the District's Human Resources office in writing within the contract year in which the alleged difference occurs. Notwithstanding any other provision of this contract, and specifically not withstanding subsection a above, each employee's salary shall become final and agreed upon on September 1 of the subsequent school year (e.g. a 2024-25 salary becomes final and agreed upon on September 1 of 2025), even if said salary is different (higher or lower) than the computation of the formula salary in this Agreement or the same salary as

the employee's previous year's salary. In the event of a large discrepancy between the salary paid and final under this paragraph and the salary calculated under subsection (a) above (i.e. more than 1/12 of the affected employee's annual salary), the District and the Association shall open the contract solely for the purposes of negotiating the affected employee's salary only. If an employee notifies the District's Human Resources office in writing of an alleged discrepancy in his/her pay before September 1 of the subsequent year, his/her salary shall not become final until said alleged discrepancy is investigated by Human Resources.

b) **BENEFIT FUND IMPACT ON SALARY.** For salary calculations, the balance of the Employee Benefits Fund on May 1 of Year One shall be used to determine the base salaries for Year Two as set forth in Appendices B and F. The District shall communicate the balance of the Employee Benefits Fund to the Association on or before May 30 of the first year of this Agreement and the balance of the Employee Benefits Fund for purposes of this Agreement shall not include any loans into the Fund by the District or any amounts borrowed out of the Fund by the District, as described in Article II (Terms for Reopening).

SIGNING BONUS FOR TEACHER NEW HIRES. A newly hired teacher shall receive a one-time, lump sum hiring bonus in the amount of $1,000. The signing bonus shall be adjusted for FTE and length of contract less than 194 days (193 days in Year Two of this Agreement), and be paid within two (2) pay periods of the employee's start of service.

22 YEAR CAREER TEACHING SERVICE STIPEND. Each teacher employed by the District for twenty two (22) or more years, shall receive a stipend of $1,200 as flat salary. The stipend shall be prorated for FTE and length of contract less than 194 days (193 days in year 2 of this Agreement). The Career Service Stipend shall be paid on a monthly basis and will be calculated separately from the employee's base salary calculation. The Career Service Stipend will not be considered part of salary for the purposes of determining future salary computations.

ADDITIONAL DAYS. Each teacher who works extra days beyond the contracted days specified in Article IV, Section 1 will be compensated as follows:

a) when a new teacher hire works extra days as provided for in Article V, Section 1 of this agreement they shall be paid in accordance with said article;

b) when non-teaching/nursing duties are offered and accepted during non-contract days (e.g. painting, maintenance, moving furniture, configuration and setup of computers, etc.), the rate of pay shall be at the sole discretion of the District;

c) when teaching duties involving direct delivery of instruction are required or offered and performed in addition to a teacher's normal classroom responsibilities (e.g. summer school or advancement placement review), the District may set a rate of pay which shall not be less than $272 per day ($34 hourly);

d) when duties related to teaching but not involving direct delivery of instruction are required or offered and performed in addition to a teacher's normal classroom responsibilities (e.g. curriculum writing, required staff development, assessment development), the District may set a rate of pay which shall not be less than $224 per day ($28 hourly);

e) when duties related specifically to phase I or phase II curriculum writing (as defined by the District), are offered and performed in addition to a teacher's normal classroom responsibilities, the District may set a rate of pay which shall not be less than $304 a day ($38 hourly);

f) when duties involve athletic training related to a District sanctioned athletic event or practice requiring an athletic trainer be in attendance, the District may set a rate of pay which shall not be less than $176 per day ($22 hourly);

g) when nursing duties are required or offered and performed in addition to a nurse's normal responsibilities, the District may set a rate of pay which shall not be less than $264 per day ($33 hourly);

h) supervision duties during the year shall be at the extra duty rate provided in Appendix D;

i) the District may offer optional staff development during off-contract time (such optional staff development may be offered to participating employees with or without a monetary incentive, or other incentive as offered by the District); and

j) in the event duties are performed for less than a full day, the District may set a comparable hourly rate by dividing the daily rate by eight (8) or a one-half daily rate set by dividing the daily rate by 2. In no event shall the totals of an hourly rate or of a one-half daily rate exceed the daily rate for any one day worked.

SALARY ADJUSTMENTS FOR ADDITIONAL DAYS. All salary will be adjusted proportionately according to the individual employee's full-time equivalency status (FTE) and / or the employee's total number of paid contract days.

(3)
OTHER COMPENSATION

CRITICAL SHORTAGE PROGRAM. The District may identify critical shortage teaching areas and determine additional compensation to be offered to employees assigned to such areas. Eligible additional compensation recipients shall include any teacher employed by the District who is selected to fill a critical shortage area position. The additional compensation will be distributed over a one-year period, provided the recipient remains employed by the District in the critical shortage area during the entire one-year period. Recipients who cease to be employed by the District in the critical shortage area shall forfeit all future compensation on the day their assignment ends. Should the District enact the Critical Shortage Program, it will solicit input from the Association prior to its implementation. The policies, procedures, implementation and all decisions related thereto shall be the sole responsibility of the District. In the event the District enacts the Critical Shortage Program during this Agreement, all payments made under the Critical Shortage Program shall only be for the term of this Agreement and continuation of said payments shall be subject to negotiations in any subsequent Agreements. For the term of this Agreement, agreed upon continuation of previous implementation of the Critical Shortage Program are listed below:

(a) Each teacher certified to teach in the alternative curriculum program ("ACP") or certified to teach in the structured behavior skills program ("SBS") and assigned by the District to teach ACP or SBS shall be paid an annual stipend of $6,000 (prorated for part-time contract or less than full contract days worked).

HIGH NEED DEGREES, HOURS, AND ENDORSEMENTS PROGRAM. The District shall allocate a minimum of $50,000 in each year of this Agreement to provide expense reimbursement for teachers pursuing degrees, graduate hours, or endorsements in designated subject areas. The District will solicit input from the Association prior to implementation and during any annual review or revision to the program. The policies, procedures, implementation, and all decisions related thereto, including the designation of applicable degrees and graduate hour subject areas or endorsements, shall be the sole responsibility of the District.

HEALTH AND HUMAN SERVICES CERTIFICATION. The District shall pay any fees specifically pertaining to the certification of any Speech Language Pathologist obtaining, reinstating, or renewing a Speech-Language Pathology License issued by the Nebraska Department of Health and Human Services, up to a maximum of $140 every two (2) years.

EXTRA DUTY COMPENSATION. The schedule for extra duty compensation is attached hereto as Appendix D and by reference incorporated and made a part of the contract. Extra duty may be paid proportionately over the remaining contract beginning when the extra duty is assigned and when the District Human Resources office is notified of the extra duty assignment and ending in August. In the event a teacher is permitted to withdraw from an extra duty assignment, any payments previously paid will be deducted from the employee's compensation. The District may, with input from the Association, create, assign, and compensate new extra duty positions at its sole discretion during the term of this Agreement. Any new extra duty positions so created shall be subject to the normal terms of collective bargaining between the District and the Association for the 2026-2027 contract year. The District and the Association may also negotiate amendments to existing extra duty positions, including compensation, during the term of this Agreement.

(4)
INSURANCE

BENEFITS PROVIDED BY THE DISTRICT. The District shall provide each full-time employee with health, dental, life, and long-term disability coverage and benefits. Health plan benefits are outlined in Appendix E, which is attached hereto and by reference incorporated in and made a part of this Agreement. The multiple plans listed in Appendix E are available to employees at the employee's option during the employer designated open enrollment period or at the time of other qualifying events (e.g. marriage, childbirth, etc.). The employee may choose only one plan and may only be covered under one plan.

RIGHTS WAIVED BY THE ASSOCIATION. Except as provided for in the "Fiscal Conditions Benefit Reopener" paragraph of this section and Article II, ("Reopener") of the Agreement, the Association shall waive its right to negotiate health and dental plan design provisions until January 1, 2027. The District may, therefore, under the terms of this Agreement, set or negotiate the benefit premiums for current employees and adopt, at its sole discretion, a District rate schedule and benefits for qualifying retirees. The Association shall not unreasonably withhold consent to reopen the Agreement for the purposes of incorporating the benefits structure changes in the event that the District chooses a new health insurance carrier.

DISTRICT OBLIGATION TO DISCLOSE. During the term of this Agreement, the amounts of the District's premium contributions shall be made available to the Association and employees upon request. The District shall also disclose to the Association plan design provisions, or anticipated modifications to those provisions.

SPECIFIC PLAN DESIGN POWERS OF MANAGEMENT. Specifically, until January 1, 2027, the District, at management's discretion, may alter or amend health and dental plan provisions through the adoption of a fully funded insurance plan or by changing the terms of a self-funded insurance plan. Those health or dental plan design provisions so maintained or amended under this Agreement may include the termination of the District's contract with its insurance carrier and the adoption of a self- or fully-funded plan with a new carrier, the auditing of dependent eligibility, enrolling employees or their eligible dependents in the insurance plan contrary to the carrier's policy guidance, adjusting lists of drug formularies, adopting mandatory generic drug programs, revising the dollar amounts associated with emergency room or urgent care co-pays, changing drug co-pay amounts, limiting the number of certain enumerated medical procedures, determining the medical necessity of procedures (including whether a procedure is deemed experimental or investigational), revising the list of authorized network providers, instituting a multi-tiered network for the health plan, setting dental coverage parameters, and other plan changes not specifically contained in Appendix E.

SPECIFIC LIMITATIONS ON THE PLAN DESIGN POWERS OF MANAGEMENT. The only limitations on the District's discretion to manage and institute the benefit plan design changes are set forth in this paragraph and shall operate regardless of whether the insurance plan is administered under a self-funded employer-carrier arrangement or a fully funded plan to which the District subscribes. Specifically,

(1) the District may not unilaterally alter those terms specifically set forth in Appendix E of this Agreement detailing deductibles, co-insurance percentages, health savings account contributions, in- and out-of-network percentage costs, and maximum out-of-pocket amounts;

(2) the District may not alter the eligibility criteria of qualified dependents (spouses and children) currently provided coverage;

(3) the District may not, without the Association's consent, enter into an agreement with a new health insurance carrier which fails to credit employees' and dependents' deductible usage and of credit towards out-of-pocket maximums from the old carrier to the new;

(4) the District shall seek in its negotiations with any prospective health insurance carrier the consultation and input, though not the direct participation of the Association, for the purpose of determining the comparability of the new carrier's health insurance plans to the coverage in effect at the adoption of this Agreement; provided that such consultation shall not be construed by the Association as limiting the District's final power to adopt a new carrier;

(5) the District may not limit the appeal rights of plan participants as provided for in the coverage documentation of any current or prospective health insurance carrier;

(6) the District may not rescind, overrule, or modify the health insurance carrier's decisions regarding payment or non-payment of claims;

(7) the District may not limit the appeal rights of covered employees or their dependents within the plan documents of the health insurance carrier; and,

(8) the District may not eliminate the health insurance plan altogether.

EMPLOYEE HEALTH INSURANCE PREMIUM CONTRIBUTIONS. For each eligible full-time employee, the portion of monthly health insurance premiums paid by the employee for the term of this Agreement shall be as follows:

CONVENTIONAL DEDUCTIBLE			**HIGH DEDUCTIBLE**	
COVERAGE TIER	WELLNESS PARTICIPANTS	NON-WELLNESS PARTICIPANTS	WELLNESS PARTICIPANTS	NON-WELLNESS PARTICIPANTS
EMPLOYEE ONLY	15%	25%	0%	10%
EMPLOYEE + CHILDREN	15%	25%	0%	10%
EMPLOYEE + SPOUSE	15%	25%	0%	10%
EMPLOYEE + SPOUSE + CHILDREN	15%	25%	0%	10%

The District may deduct an employee's premium share contribution beginning in September for each full-time employee who elects health coverage but did not participate in the wellness plan in the prior year, or who did not meet the criteria of the wellness plan in the prior year.

HEALTH INSURANCE FOR NEW EMPLOYEES. At the District's sole discretion, premium contribution levels for eligible full-time employees newly hired to the District may be calculated using the wellness or non-wellness amount, unless the employee participated in the District's wellness program as a dependent of another District employee during the prior year (in which case the wellness premium contribution will be deducted). The District may, at its sole

discretion, eliminate the conventional deductible (MPS Plan #1) plan design option for new employees with a start date on or after July 1, 2024.

WELLNESS PROGRAM. The District may continue to develop and amend the wellness program, provided that the District seeks input from the Association in doing so. The policies, procedures, implementation, amendments to, and all decisions related to the wellness program shall be the responsibility of the District; subject only to the following limitations:

a) the District shall provide the Association with a written description of the terms and conditions of the wellness program including: (i) enrollment procedures; (ii) minimum participation criteria; (iii) scoring methodology; (iv) any appeals process; and (v) a list of all laboratory tests used as a part of the health screening;

b) The District shall communicate to the Association: (i) the number of teachers/nurses enrolled in the wellness program; (ii) the number of teachers/nurses not meeting the participation criteria; and (iii) aggregate data setting forth the reasons the teachers/nurses did not meet the participation criteria;

c) The District and the District's agent(s) shall maintain the confidentiality of all private health information in accordance with applicable federal, state, and local laws;

d) Employee participation in the wellness program shall be voluntary. The wellness program shall provide an alternative participation standard in compliance with applicable law for any employee who, due to a medical condition and / or disability, is unable to meet the wellness program's criteria. Any employee completely exempted from any participation in the wellness program, including inability to meet any alternative participation standard, due to requirement of law (e.g. Americans with Disabilities Act), will not be charged designated premium amounts for non-participation or failure to meet the criteria of the wellness plan;

e) For the term of this Agreement, the District may:

   i) maintain a health screening for the premium incentive; or

   ii) discontinue the wellness program and, subject to the terms arrived at by both parties in the negotiation of any successor Agreement, calculate premiums for the years after the discontinuance of the program based on the employee's participation or non-participation in the final year of the program.

DENTAL INSURANCE. The District shall pay the full cost of single dental coverage; the employee may purchase additional dental coverage by paying the additional premium through payroll deduction.

LIFE INSURANCE. The District shall pay the full cost of $50,000 term life coverage.

LONG-TERM DISABILITY PLAN. Each full-time employee shall participate in the long-term disability plan and the teacher shall pay the full premium through payroll deduction; the premium shall not be paid through the District's Section 125 plan.

MARRIED EMPLOYEES BOTH EMPLOYED BY THE DISTRICT. When two District employees are married to each other and each qualifies for District paid family health insurance, the District shall provide and pay the premium for one family health plan as set forth above, and the District shall not provide multiple health plans or multiple HSA contributions. When employees are married to each other and each would otherwise qualify for full District benefits, the District shall waive the wellness participant employee premium share; provided that neither of the employees elects to participate in “cash option.” Also, the District shall provide and pay the premium for one family dental plan; provided neither of the employees elects to participate in "cash option."

PART-TIME EMPLOYEES. The District shall provide the same health, and dental insurance coverage and benefits for part-time employees (who are employed as one-half FTE or more, defined as at least 20 hours per week) as for full-time employees. The District shall contribute an amount equal to one-half of the amount it contributes on behalf of a full-time employee; provided, however, that the part-time employee elects coverage and pays the balance of the premiums for such coverage through payroll deduction. The District shall provide each part-time employee with a $50,000 term life insurance policy and will pay the full premium. Additionally, each part-time employee who is employed at least 20 hours per week or more shall participate in the District's long-term disability plan and the employee shall pay the premium.

CASH OPTION. Each full-time employee who was employed by the District during the 1996-97 school year and who has been continuously employed by the district thereafter, shall be eligible to exercise a cash option of $325.28 per month in lieu of health and dental insurance in accordance with the cash option plan adopted by the District. Any employee electing cash option may purchase single or family dental coverage. Any employee electing cash option may, at his or her option, receive a reduced cash option of $157.40 per month and the district will pay the premium for single health and dental. Continuous service shall include school-years during which an employee was on an approved leave of absence. Any employee who does not receive cash-option as of January 1, 2013 or subsequent date shall not be allowed to elect cash-option at a later date, even if the employee was continuously employed from the 1996-97 school year. Any

employee who elects cash-option of $157.40 per month as of January 1, 2013 or subsequent date may not elect cash option of $325.28 at a later date even if the employee was continuously employed from the 1996-97 school year. As a condition of continued eligibility for cash option payments, the District may require proof of health insurance from employees exercising cash option.

DIRECT BILL. In order to be eligible for the Direct Bill Plan as an early retiree, the employee must be at least 55 years old with at least 20 years of service. In addition, to be eligible, the employee, the spouse and dependents each must have had a minimum of sixty (60) months of continuous coverage under the District's Health and/or Dental Plan at the time continued coverage begins.

OTHER INSURANCE AND BENEFIT OFFERINGS. The District may offer or cancel any other benefit offerings, such as vision insurance, at its sole discretion at any time during the term of this contract.

(5)
LEAVES OF ABSENCE

PAID LEAVE. During each school year covered by this contract, each full-time employee shall receive twelve (12) days leave, and further be allowed any unused and accumulated leave from the previous year to a maximum total of eighty-seven (87) days of leave at full pay. Such leaves shall be taken only for reasons of: personal illness, family illness, and business and emergency. The rules for use of leave are established in Board Policy and Rule.

BUSINESS AND EMERGENCY LEAVE. Up to three (3) days of an employee's accumulated paid leave per year may be used for business and emergency leave; and a maximum of three (3) business and emergency leave days per year may be taken for any or no reason whatsoever; subject to limitations on permissible dates of leave, limitations on number of employees eligible for leave on any given day, and application procedures developed by the District. Any changes to Board Rule that would modify the grounds for Business and Emergency Leave shall be negotiated with the Association prior to implementation.

Part-time employees shall be allowed leave on a prorated basis equivalent to that portion of the total of twelve (12) days leave which is, equal to the proportion of his or her hours of part-time employment to the total regular employment hours per school year, and further be allowed any unused and accumulated leave from the previous school year to an equivalent total not to exceed what that proportion is to the eighty-seven (87) days for regular full-time employees. Use of paid leave by part-time employees shall only be allowed on a prorated basis. An employee whose

employment status changes from full-time to part-time and whose accumulated leave is greater than the maximum allowable prorated amount shall have the excess amount placed in reserve until such time that the employee's full-time equivalency increases. When the employee's full-time equivalency increases, some or all of the reserve leave shall again be part of the accumulated leave up to the maximum allowable prorated amount.

FAMILY DEATH LEAVE. Employees shall be allowed leave with pay for Family Death Leave in the event of death of an immediate family member as defined by Board Policy or Rule. The number of days permitted for family death leave shall be in accordance with Board Policy or Rule. Use of Family Death Leave shall not reduce the paid personal leave allocation of the employee. Should the District amend Board Rule regarding Family Death Leave after the adoption of this Agreement, the Association may, at its sole discretion, accept the amendments or retain the former version of the Board Rule.

MARRIED EMPLOYEES BOTH EMPLOYED BY THE DISTRICT. When two District employees are married to each other, the District shall provide 12 weeks per employee during any approved FMLA 12-month period for child birth and bonding with the newborn child, or adoption and bonding with the newly placed child, or immediate family health leave.

EXTENDED PERSONAL ILLNESS LEAVE. Extended paid leave shall be provided as follows:

a) BORROWED PERSONAL ILLNESS LEAVE. Each eligible employee who has used his or her current and accumulated paid leave may borrow up to ten (10) days from the next school year's paid leave allotment. Employees shall not be allowed to borrow leave in two consecutive years. If the employee resigns before receiving sufficient additional paid leave days during the succeeding year(s) to repay the borrowed leave, the employee shall be required to repay the District for the salary received for the borrowed leave. The salary repayment will be at the employee's daily rate at the time of repayment for each borrowed day of paid leave and shall, if possible, be deducted from the employee's last paycheck. Should personal illness be the reason leading to resignation or termination of the employee, the employee shall not be required to pay back the salary for the borrowed days.

b) TEACHER SUBSTITUTE DEDUCT PAY. A teacher who will qualify for long-term disability and who has fully used all of his or her paid leave and any applicable borrowed personal illness leave, as identified in Paragraph (a) above, prior to being eligible to receive long-term disability benefits, will be eligible for substitute-deduct leave. During substitute-deduct leave, the teacher shall continue to receive his/her salary reduced by the cost to the District of the substitute employed to replace the teacher.

In the event the District and the teacher, after receiving any information which determines that a teacher may qualify for long-term disability (and the teacher elects substitute-deduct leave prior to being approved for long-term disability) and the insurance carrier subsequently denies the long-term disability request, the teacher will be responsible for reimbursing the District the total amount of payments made to the teacher during the substitute-deduct leave. Such reimbursement will be through payroll reduction, if possible.

c) PROCEDURES**.** The procedures and rules for administration of extended personal illness leave shall be established by the District.

ANNUAL REIMBURSEMENT FOR UNUSED PAID LEAVE. At the conclusion of each school year covered by this agreement, each full-time employee shall receive reimbursement for each unused day of accumulated paid leave in excess of seventy-five (75) days and further shall have his or her accumulated paid leave allotment reduced to seventy-five (75) days. Each part-time employee shall receive reimbursement for each unused day of accumulated paid leave in excess of that portion of seventy-five (75) days which is equal to the proportion of his or her hours of part- time employment to the total regular employment hours per school year and further shall have his or her accumulated paid leave allotment reduced by the number of reimbursed leave days. For the terms of this agreement, the rate of reimbursement shall be $200. The District shall establish procedures for payment of the leave reimbursement program.

CAREER REIMBURSEMENT FOR UNUSED PAID LEAVE. Each employee concluding his or her District employment after at least 20 years of certificated service in the District (not including substitute employment), and who is at least 55 years of age, and who completes his/her contract year, shall be reimbursed for each day of unused accumulated paid leave, with the reimbursement to be rendered at the conclusion of the contract year in which the employee's District employment ends. To the degree permitted by law, such payments may be made as "employer contributions" to a 403(b) / TSA account established for the employee by the District, unless the District decides, at its sole discretion, to pay said amounts as cash or to a health savings account. For the terms of this agreement, the rate of reimbursement shall be $200. The policies, procedures, implementation and all decisions related thereto shall be the sole responsibility of the District; provided however, the District will review the program with the Association prior to implementation.

ASSOCIATION PRESIDENT LEAVE. The President of the Association representing the majority of the teachers/nurses, at the request of the Association, will be given leave with pay during such President's term of office; provided however, the Association shall reimburse the District the full cost of salary and fringe benefits of the Association President. The leave shall be

for no less than one semester. The Association must provide the District a ninety (90) day notice in advance of such leave request. Upon returning to employment as a teacher, reasonable efforts will be made by the District to place the President in the same or comparable position held when the leave commenced. The President will be advanced on the salary schedule as other employees and without any limitation because of the leave granted.

(6)
PLANNING

ELEMENTARY PLAN TIME. Elementary teachers shall have a minimum of 300 minutes, during student contact time, of preparation/conference/planning time during a two-week instructional period. Elementary teachers include all teachers who work in an elementary building.

COMPENSATION FOR LOST PLANNING TIME. A teacher covered by this Agreement shall not normally be required to supervise a class for another teacher during his or her individual planning time when a substitute is authorized and available. However, when a substitute is not reasonably available, a teacher scheduled for planning time may be required by his or her principal, or their designee, to supervise a class. In these circumstances the teacher losing his or her individual planning time shall be paid for each clock hour (or portion thereof, rounded to the nearest one-fourth hour) at the rate of $28 per hour. If no teacher with planning time is available and students are reassigned to other teachers' classes, such reassignment shall be divided equally among all teachers in the building over the course of the academic year.

(7)
FACILITY USE

The Association shall be permitted to place in mailboxes provided for individual staff members MEA/NSEA newsletters, circulars, notices and other materials relating to the Association and its operations. The Association may also utilize District electronic mail to conduct its business, provided it does so in accordance with the limitations on the use thereof provided for in law (e.g. membership solicitation is prohibited). Use of District electronic mail shall be subject to District Board Policy, Board Rules, District procedures, and applicable laws, including but not limited to, public record requests. No local, state or national political campaign material for public office or any other material which violates the Policies or Rules of the District will be permitted to be either distributed through the staff mailboxes or placed on faculty lounge bulletin boards.

(8)
GRIEVANCES

Any grievance raised by an employee or the Association shall be pursued in accordance with:

a) Board Rule 4001.2 for allegations of Non-Discrimination and Harassment;

b) State Law for suspension without pay, contract amendment, contract non-renewal, contract termination, or contract cancellation; or

c) Board Rule 4325.1 for all other grievances.

If the District amends Board Rule 4325.1 after May 1, 2024, the Association may, in its sole discretion, accept the amendments or retain the former version of the Board Rule for purposes of its member grievances. The Board may amend Board Rule 4001.2 at any time at is sole discretion and such amendments will become immediately effective for persons covered by this Agreement.

(9)
COMMITTEES

The District shall maintain a Safety Committee and seat an Association representative (or representatives) on said Committee.

Under the terms and conditions of this Agreement, the Association and the District shall mutually establish a study committee for the purposes of evaluating the middle school course sequencing model. The advisory study committee shall not be empowered to recommend additional staff but may otherwise explore options related to the middle school schedule. The committee shall submit its findings to the Association and the District with the understanding by both parties that the study committee's recommendations shall not be construed as in any way modifying the District's sole discretion to set staffing levels or schedule and assign work.

(10)
RATIFICATION

IN WITNESS THEREOF, the parties have duly executed this agreement as of the day and year first above written.

Millard School District School District No. 17 Douglas County, Nebraska	Millard Education Association
by _____	by _____

APPENDIX A

PROCEDURE AND PROTOCOL
FOR CONTRACT NEGOTIATIONS

1) Upon notice by either party to the other, the parties agree to enter into negotiations for the purpose of entering into a contract and agreement for teacher and nurse salaries and terms and conditions of employment which are either required by law or made the subject of negotiations by agreement of the parties.

2) Either party, upon giving notice to the other party, may include with such notice its proposals to be included in the contract to be negotiated by the parties.

3) The parties shall conduct negotiations in such a manner as to permit each of the parties to provide the other party with an explanation of its proposals, presentation of relevant data, dialogue and exchange of points of view.

4) Each of the parties may make proposals and counter proposals during the negotiations.

5) Either party may utilize the services of outside consultants to assist in negotiations.

6) Both parties shall designate and appoint representatives of that party for the conduct of negotiations.

7) Unless otherwise agreed upon, the negotiations shall be conducted in closed sessions and no releases shall be made to any of the news media as to the progress of negotiations until the contract has been accepted by both parties, whereupon the media will be given a joint statement.

8) If the parties fail to reach an agreement after good faith negotiations, the parties shall proceed in accordance with law.

9) If the representatives of the parties reach an agreement, the agreement shall be reduced to writing and submitted to the Board of Education of the District and to the membership of the Association for approval and acceptance and as approved and accepted by both parties, the Agreement shall be signed by the duly authorized officers of both parties.

10) The agreement shall constitute the full and complete agreement between the parties. If any of the specific terms or conditions of this agreement conflict with the policies, rules, regulations, procedures, or practices of the District's Board of Education, the Agreement shall take precedence. Any policies, rules, regulations, procedures, or practices of the District that are not specifically covered by this agreement may be established, amended, superseded, or changed at the discretion of the District.

11) If any provision of the contract or any application of the contract to any employee or groups of employees shall be found to be contrary to law, then such provisions shall not be in effect but all other terms and conditions shall continue in full force and effect.

APPENDIX B

TEACHER SALARY CALCULATION
(2024-2025)

I) **BACHELOR'S LEVEL**. Salary shall be calculated as follows for a teacher holding a Bachelor's degree:

GENERATOR and BASE. The Base Bachelor's (BA) Salary shall be $42,900 (the total of the BA generator salary of $42,500 and the dollar value of the first year of creditable service valued at $400);

SERVICE. Each Year of Experience at the BA level shall add $400 to the generator salary of $42,500, up to a maximum of eight (8) years. The current year of the teacher's contract shall equal a year of experience; and,

CREDIT HOURS. Each Approved Graduate Credit Hour at the BA level shall add $190 to the generator salary of $42,500, up to a maximum of 36 hours (or 39 hours if a District-approved course or program)

II) **MASTER'S LEVEL**. Salary shall be calculated as follows for a teacher holding a Master's degree:

GENERATOR and BASE. The Base Master's (MA) Salary shall be $51,015 (the total of the MA generator salary of $50,065 and the dollar value of the first year of creditable service valued at $950);

SERVICE. Each Year of Experience at the MA level shall add $950 to the generator salary of $50,075, up to a maximum of twenty-five (25) years. No MA teacher shall be credited for more than thirteen (13) years of experience outside the District, except:

(1) any teacher with an original hire date of August 1, 2022 through July 31, 2023 shall be credited with no more than fourteen (14) years of experience outside the District;
(2) any teacher with an original hire date of August 1, 2023 through July 31, 2024 shall be credited with no more than fifteen (15) years of experience outside the District; and
(3) any teacher with an original hire date of August 1, 2024 through July 31, 2025 shall be credited with no more than sixteen (16) years of experience outside the District.

The current year of the teacher's contract shall equal a year of experience; and,

CREDIT HOURS. Each Approved Graduate Credit Hour at the MA level shall add $275 to the generator salary of $50,065, up to a maximum of 36 hours (or 39 hours if a District-approved course or program).

III) **EDUCATIONAL SPECIALIST'S LEVEL**. Salary shall be calculated as follows for a teacher holding an Educational Specialist's degree:

GENERATOR and BASE. The Base Educational Specialist's (EdSpec) Salary shall be $61,840 (the total of the EdSpec generator salary of $60,870 and the dollar value of the first year of creditable service valued at $970);

SERVICE. Each Year of Experience at the EdSpec level shall add $970 to the generator salary of $60,870 up to a maximum of twenty-five (25) additional years. No EdSpec teacher shall be credited for more than thirteen (13) years of experience outside the District, except:

(1) any teacher with an original hire date of August 1, 2022 through July 31, 2023 shall be credited with no more than fourteen (14) years of experience outside the District;
(2) any teacher with an original hire date of August 1, 2023 through July 31, 2024 shall be credited with no more than fifteen (15) years of experience outside the District; and
(3) any teacher with an original hire date of August 1, 2024 through July 31, 2025 shall be credited with no more than sixteen (16) years of experience outside the District.

The current year of the teacher's contract shall equal a year of experience; and,

CREDIT HOURS. Each Approved Graduate Credit Hour at the EdSpec level shall add $275 to the generator salary of $60,870, up to a maximum of three (3) hours, if a District-approved course or program.

IV) **DOCTORAL LEVEL**. Salary shall be calculated as follows for a teacher holding a Doctoral degree:

GENERATOR and BASE. The Base Doctoral (Doc) Salary shall be $61,860 (the total of the Doc generator salary of $60,870 and the dollar value of the first year of creditable service valued at $990);

SERVICE. Each Year of Experience at the Doc level shall add $990 to the generator salary of $60,870 up to a maximum of twenty-five (25) additional years. No Doc teacher shall be credited for more than thirteen (13) years of experience outside the District, except:

(1) any teacher with an original hire date of August 1, 2022 through July 31, 2023 shall be credited with no more than fourteen (14) years of experience outside the District;
(2) any teacher with an original hire date of August 1, 2023 through July 31, 2024 shall be credited with no more than fifteen (15) years of experience outside the District; and
(3) any teacher with an original hire date of August 1, 2024 through July 31, 2025 shall be credited with no more than sixteen (16) years of experience outside the District.

The current year of the teacher's contract shall equal a year of experience; and,

CREDIT HOURS. Each Approved Graduate Credit Hour at the Doc level shall add $275 to the generator salary of $60,870, up to a maximum of three (3) hours, if a District-approved course or program.

YEARS AND CREDIT CALCULATIONS, ALL LEVELS. For the purposes of salary calculation in all the levels described above, a "credited year of experience" shall be calculated in accordance with Nebraska Revised Statute § 79-825. Upon conferral of a new terminal degree (Master's, Educational Specialist, or Doctorate), those years of service credited for salary purposes at the newly attained degree level shall not be subject to the limitations associated with the old degree level (e.g., a teacher employee with 15 years' experience at the Bachelor's level subject to the cap of 8 years in salary calculation, shall be credited for all 15 years upon conferral of the Master's degree). In addition, the approval and calculation of credit hours shall be subject to the terms and conditions described in Appendix C (Salary Schedule: College Credit Courses for Salary Placement).

APPENDIX B

TEACHER SALARY CALCULATION
(2025-2026)

I) **BACHELOR'S LEVEL**. Salary shall be calculated as follows for a teacher holding a Bachelor's degree:

GENERATOR and BASE. The Base Bachelor's (BA) Salary shall be $44,365 (the total of the BA generator salary of $43,950 and the dollar value of the first year of creditable service valued at $415);

SERVICE. Each Year of Experience at the BA level shall add $415 to the generator salary of $43,950, up to a maximum of eight (8) years. The current year of the teacher's contract shall equal a year of experience; and,

CREDIT HOURS. Each Approved Graduate Credit Hour at the BA level shall add $190 to the generator salary of $43,950, up to a maximum of 36 hours (or 39 hours if a District-approved course or program)

II) **MASTER'S LEVEL**. Salary shall be calculated as follows for a teacher holding a Master's degree:

GENERATOR and BASE. The Base Master's (MA) Salary shall be $52,510 (the total of the MA generator salary of $51,510 and the dollar value of the first year of creditable service valued at $1,000);

SERVICE. Each Year of Experience at the MA level shall add $1,000 to the generator salary of $51,510, up to a maximum of twenty-five (25) years. No MA teacher shall be credited for more than thirteen (13) years of experience outside the District, except:

(1) any teacher with an original hire date of August 1, 2022 through July 31, 2023 shall be credited with no more than fourteen (14) years of experience outside the District;
(2) any teacher with an original hire date of August 1, 2023 through July 31, 2024 shall be credited with no more than fifteen (15) years of experience outside the District;

(3) any teacher with an original hire date of August 1, 2024 through July 31, 2025 shall be credited with no more than sixteen (16) years of experience outside the District; and
(4) any teacher with an original hire date of August 1, 2025 through July 31, 2026 shall be credited with no more than seventeen (17) years of experience outside the District.

The current year of the teacher's contract shall equal a year of experience; and,

CREDIT HOURS. Each Approved Graduate Credit Hour at the MA level shall add $275 to the generator salary of $51,510, up to a maximum of 36 hours (or 39 hours if a District-approved course or program).

III) **EDUCATIONAL SPECIALIST'S LEVEL**. Salary shall be calculated as follows for a teacher holding an Educational Specialist's degree:

GENERATOR and BASE. The Base Educational Specialist's (EdSpec) Salary shall be $63,335 (the total of the EdSpec generator salary of $62,315 and the dollar value of the first year of creditable service valued at $1,020);

SERVICE. Each Year of Experience at the EdSpec level shall add $1,020 to the generator salary of $62,315 up to a maximum of twenty-five (25) additional years. No EdSpec teacher shall be credited for more than thirteen (13) years of experience outside the District, except:

(1) any teacher with an original hire date of August 1, 2022 through July 31, 2023 shall be credited with no more than fourteen (14) years of experience outside the District;
(2) any teacher with an original hire date of August 1, 2023 through July 31, 2024 shall be credited with no more than fifteen (15) years of experience outside the District;
(3) any teacher with an original hire date of August 1, 2024 through July 31, 2025 shall be credited with no more than sixteen (16) years of experience outside the District; and
(4) any teacher with an original hire date of August 1, 2025 through July 31, 2026 shall be credited with no more than seventeen (17) years of experience outside the District.

The current year of the teacher's contract shall equal a year of experience; and,

CREDIT HOURS. Each Approved Graduate Credit Hour at the EdSpec level shall add $275 to the generator salary of $62,315, up to a maximum of three (3) hours, if a District-approved course or program.

IV) **DOCTORAL LEVEL**. Salary shall be calculated as follows for a teacher holding a Doctoral degree:

GENERATOR and BASE. The Base Doctoral (Doc) Salary shall be $63,355 (the total of the Doc generator salary of $62,315 and the dollar value of the first year of creditable service valued at $1,040);

SERVICE. Each Year of Experience at the Doc level shall add $1,040 to the generator salary of $62,315 up to a maximum of twenty-five (25) additional years. No Doc teacher shall be credited for more than thirteen (13) years of experience outside the District, except:

(1) any teacher with an original hire date of August 1, 2022 through July 31, 2023 shall be credited with no more than fourteen (14) years of experience outside the District;
(2) any teacher with an original hire date of August 1, 2023 through July 31, 2024 shall be credited with no more than fifteen (15) years of experience outside the District;
(3) any teacher with an original hire date of August 1, 2024 through July 31, 2025 shall be credited with no more than sixteen (16) years of experience outside the District; and
(4) any teacher with an original hire date of August 1, 2025 through July 31, 2026 shall be credited with no more than seventeen (17) years of experience outside the District.

The current year of the teacher's contract shall equal a year of experience; and,

CREDIT HOURS. Each Approved Graduate Credit Hour at the Doc level shall add $275 to the generator salary of $62,315, up to a maximum of three (3) hours, if a District-approved course or program.

YEARS AND CREDIT CALCULATIONS, ALL LEVELS. For the purposes of salary calculation in all the levels described above, a "credited year of experience" shall be calculated in accordance with Nebraska Revised Statute § 79-825. Upon conferral of a new terminal degree (Master’s, Educational Specialist, or Doctorate), those years of service credited for salary purposes at the newly attained degree level shall not be subject to the limitations associated with

the old degree level (e.g., a teacher employee with 15 years' experience at the Bachelor's level subject to the cap of 8 years in salary calculation, shall be credited for all 15 years upon conferral of the Master's degree). In addition, the approval and calculation of credit hours shall be subject to the terms and conditions described in Appendix C (Salary Schedule: College Credit Courses for Salary Placement).

APPENDIX C

SALARY SCHEDULE:
COLLEGE CREDIT COURSES FOR SALARY PLACEMENT

The following terms and conditions shall apply for salary range placement and the crediting of course work for the calculation of a teacher's salary:

1. APPLICATION. Application forms for approval of college graduate hours are available from the Human Resources Office. For the purpose of determining a change in salary as a result of his or her course work, the District may implement an approval process which may include: a teacher must first seek the approval of each course by both the Building Principal (or other supervisor) and the Human Resources Office prior to taking the course. In approving or denying the course and credits requested, the District will consider: the individual teacher's assignment, the type and level of college accreditation, and the individual course requested. The District may decline approval of any college graduate course at its sole discretion, regardless of whether it is offered by an accredited post-secondary institution. The District may also decline approval of those college graduate courses which have been approved in prior years.

2. PLAN OF STUDY. Each teacher who has been accepted into and is working on a degree program may submit his or her program to the Building Principal (or other supervisor) and Human Resources Office for approval. If approved it will be placed on file in the Human Resources Office and each individual course listed in the program will automatically be approved for future salary range placement.

3. ALTERNATIVE CREDIT. The District may approve non-graduate courses that, for the purposes of determining a teacher's salary, count as approved graduate work. In making the approval of non-graduate course work, the District will consider the individual course and its relationship to the employee's specific teaching assignment. The District may develop any necessary procedures for converting non-graduate course work into equivalent graduate credit hours for the purposes of determining salary.

4. PROCEDURE. The calculation of graduate credit hours for placement on the salary range will be determined as follows:

    a. Initial placement will first be determined annually based upon the teacher's status at the commencement of the school year.

    b. Placement determinations will be based upon the teacher's official college transcript as originally filed or updated with the Human Resources Office. A transcript must be on file prior to December 15 of the school year in order for courses to be considered in placement on the salary range for the current school year.

c. Only those courses completed prior to September 1 of the current school year, as evidenced in the official college transcript, will be considered for placement on the salary range for the current school year.

d. Any payment due as a result of a change in placement on the salary range will be retroactive to the beginning of the school year.

5. MAXIMUM CREDIT HOURS.

a. BACHELOR'S: The maximum number of total credit hours recognized for additional salary payment above a Bachelor's degree shall not exceed 39; provided however, the last 3 credit hours must have been earned after the second semester of 2006-07, must be from a list of courses specifically approved by the Superintendent (or designee), and must be earned after the previous 36 hours.

b. MASTER'S. The maximum number of total credit hours recognized for additional salary payment above a Master's degree, shall not exceed 39; provided however, the last 3 credit hours must have been earned after the second semester of 2006-07, must be from a list of courses specifically approved by the Superintendent (or designee), and must be earned after the previous 36 hours.

c. EDUCATIONAL SPECIALIST. The maximum number of total credit hours recognized for additional salary payment above an Educational Specialist degree, shall not exceed 3; provided however, the 3 credit hours must have been earned after the second semester of 2006-07 and are from a list of courses specifically approved by the Superintendent (or designee).

d. DOCTORATE. The maximum number of total credit hours recognized for additional salary payment above a Doctorate degree, shall not exceed 3; provided however, the 3 credit hours must have been earned after the second semester of 2006-07 and are from a list of courses specifically approved by the Superintendent (or designee).

6. CALCULATION RESTRICTIONS: Restrictions on all salary ranges, (Bachelor's, Master's, Educational Specialist, and Doctoral) shall be as follows:

a. ANNUAL / SEMESTER CREDIT LIMITATIONS. The maximum number of credit hours that may be submitted for salary advancement shall not exceed eighteen (18) in any single contract year. The maximum number of credit hours a full-time employee may attempt for salary advancement shall not exceed eight (8) during the periods of August 1 through December 31 and January 1 through May 31, for a total not to exceed eighteen (18).

b. PRE / POST 2019-2020 CREDIT INTERVALS. New credit hours added during the 2019-20 and subsequent school years will only be calculated and credited at intervals of 9, 18, 27, 36, or 39 hours.

Those hours credited prior to the 2019-20 school year or hours calculated for new hires effective at the beginning of the 2019-20 school year will be fully

calculated, regardless of whether they fall between the 9, 18, 27, 36, or 39 hour intervals.

(For example, the salary of a teacher at "BA+3" entering the 2019-2020 school year will continue to see his or her salary calculation include the dollar value of those three (3) credits in 2020-2021 and beyond, but should that same teacher earn three (3) additional hours (BA+6), he or she will remain at BA+3, not having reached the calculation interval of "9." Should the same teacher earn nine (9) additional hours, he or she will be credited at BA+9, having now accumulated 15 credits, but not yet reached or exceeded the interval of "18.")

c. HOURS EARNED PRIOR TO DEGREE. Credit hours used for salary determination must have been obtained after the date the preceding degree was earned as evidenced by the official college transcript.

d. PREVIOUS CALCULATION RESTRICTION. Credit hours used for salary determination must not have previously been used to calculate salary.

7. EXCEPTIONS FOR SPECIAL PROGRAMS OF STUDY. The District may waive or adjust the "previous calculation" or "double counting" restrictions described above when the degree to be earned is identified as an approved graduate program of study in excess of 36 hours, or when credit hours completed prior to a terminal degree contributed to the employee's endorsement in an identified high needs area (e.g. credits applicable to the ability to teach dual enrollment or dual master's degrees earned simultaneously). When such a waiver is granted, the other exclusions described in this subsection shall still apply, specifically the 9, 18, 27, 36, and 39 hour credit growth intervals; the 18-hour cap on salary credit growth in any contract year; and the 8-hour caps applicable to salary advancement course work undertaken between August and December and January and May. The identification of programs eligible for such exceptions and what adjustments, if any, may be made, shall be determined by the District in consultation with the Association. The District shall disclose, prior to the end of October in any calendar year associated with this Agreement, the programs eligible for this provision. The acceptance of an exception to previous calculation restrictions for a specific employee's plan of study shall not constitute a past practice applicable to future credit calculations. Prior to January 1, 2025, the District may evaluate hours under this provision retroactively. On or after January 1, 2025, no retroactive hours may be considered under this provision, and any waivers must be pre-approved by the District prior to the teacher taking the graduate level course.

APPENDIX D
EXTRA DUTY COMPENSATION STIPENDS
(2024-25 & 2025-26)

HIGH SCHOOL ATHLETIC STIPENDS

BASEBALL	
Head Varsity Coach	$7,228
Assistant Varsity Coach [boys]	$3,975
BASKETBALL	
Head Varsity	$8,132
Assistant Varsity Coach	$5,286
Junior Varsity Coach	$5,286
Assistant Coach [boys and girls]	$4,310
BOWLING	
Head Coach	$4,066
Assistant Coach [boys and girls combined]	$2,643
CROSS COUNTRY	
Head Coach	$5,286
Assistant Coach [boys and girls combined]	$3,975
FOOTBALL	
Head Varsity Coach	$9,035
Assistant Varsity Coach	$5,873
Assistant Coach	$4,789

[boys]	
GOLF	
Head Varsity Coach	$4,066
Assistant Coach	$2,643
[boys and girls]	
SOCCER	
Head Coach	$7,228
Assistant Coach	$3,975
[boys and girls]	
SOFTBALL	
Head Varsity Coach	$7,228
Assistant Coach	$3,975
[girls]	
SWIMMING	
Head Coach	$8,132
Assistant Coach	$4,472
[boys and girls combined]	
TENNIS	
Head Varsity Coach	$4,066
Assistant Coach	$2,643
[boys and girls]	
TRACK	
Head Varsity Coach	$7,228
Assistant Coach	$3,975
[boys and girls]	

VOLLEYBALL	
Head Varsity Coach	$8,132
Assistant Coach [girls]	$4,472
WRESTLING	
Head Varsity Coach	$8,312
Assistant Coach [boys and girls]	$4,472
Assistant Activities Director	$14,832
Aquatics Director	$10,653
Strength and Conditioning	$11,294
Weight Trainer	$6,829
NSAA Unified Sports Coach	$2,101

OTHER HIGH SCHOOL EXTRA DUTY STIPENDS

Band Director	$7,943
Band Assistant	$4,728
Marching Assistant	$2,101
Broadcast Journalism	$3,362
Cheerleading [varsity]	$4,518
Cheerleading [junior varsity]	$3,152
Cheerleading [freshman]	$3,152
Class Sponsor [junior]	$1,366
Class Sponsor [senior]	$914
Club Sponsor	$609
Color Guard – Fall	$2,101
Color Guard – Winter	$2,101
Dance Team	$3,152

Debate	$7,943
Debate Assistant	$3,971
DECA	$3,605
Digital Media	$3,362
Drama Director	$8,142
Drama Assistant	$2,437
FBLA	$1,471
FCCLA	$1,471
Forensics	$7,943
Forensics Assistant	$3,971
HOSA Sponsor	$1,166
Literary Magazine	$914
Musical Director	$3,183
Music Assistant Director	$1,597
MTSS Consultant	$840
National Honor Society	$1,786
Newspaper	$4,202
Orchestra Director	$3,971
Partners for Education Liaison	$609
Show Choir Director	$7,144
Show Choir Assistant	$3,572
SkillsUSA	$1,166
Student Council	$1,786
Vocal Music Director	$7,144
Vocal Music Assistant	$3,572
Yearbook	$4,728

MIDDLE SCHOOL EXTRA DUTY STIPENDS

BASKETBALL

Head Coach	$2,244
Junior Varsity Coach	$1,944

Assistant Coach [boys and girls]	$1,655

CROSS COUNTRY

Head Coach	$2,244
Assistant Coach [boys and girls]	$1,944

FOOTBALL

Head Coach	$2,244
Assistant Coach [boys]	$1,944

TRACK

Head Coach	$2,244
Assistant Coach [boys and girls]	$1,944

VOLLEYBALL

Head Varsity Coach	$2,244
Junior Varsity Coach	$1,944
Assistant Coach [girls]	$1,655

WRESTLING

Head Coach	$2,244
Assistant Coach [boys]	$1,944

Intramural Boys Coach	$798
Intramural Girls Coach	$798

Middle School Activities Director	$6,997

OTHER MIDDLE SCHOOL EXTRA DUTY STIPENDS	
Band Director	$2,700
Club Sponsor	$609
Cross Country	$609
MTSS Consultant	$840
Musical Assistant	$1,208
Musical / Drama Sponsor	$1,366
Orchestra Director	$2,700
Partners for Education Liaison	$609
Show Choir Director	$1,366
Show Choir Assistant	$1,208
Student Council	$1,061
Vocal Music Director	$2,700
Volunteer Coordinator	$305
Yearbook	$1,828

ELEMENTARY EXTRA DUTY STIPENDS	
Club Sponsor	$609
MTSS Consultant	$714
Partners for Education Liaison	$609
Safety Patrol	$1,376
Student Council	$767
Watch DOGs Coordinator	$609

DISTRICT
EXTRA DUTY STIPENDS

Building Web Page Initiator	$1,576
Tech Initiator (Elementary and Middle)	$2,942
Crisis Team Member	$1,051
Department Head [*]	$2,963
Head Nurse	$5,223
IB Extended Essay Supervisor / Mentor	$378
Mentor	$420
New Staff Induction	$305
Staff Development Facilitator	$904
Student Information System Building Facilitator	$609
Supervisor (paid per supervision assignment)	$26
TEAMMATES Sponsor	$609
Community Program Liaison	$609

[*] Buildings with Instructional Team Leaders and Facilitators in lieu of Department Heads will split building's allocated Department Head salaries

APPENDIX E

MPS HEALTH PLANS

Notwithstanding the term of the contract set forth in this Agreement, the provisions described below shall become effective on January 1, 2025 and continue until December 31, 2025.

BENEFIT CATEGORY	MPS PLAN #1 — **PPO** — TRADITIONAL DEDUCTIBLE HEALTH PLAN	MPS PLAN #2 — **HDHP** — STANDARD HIGH DEDUCTIBLE HEALTH PLAN	Additional MPS Plans
ANNUAL DEDUCTIBLE In-network Individual Family	 $1,050 $2,100	 $3,700 $7,400	 District Discretion
CO-INSURANCE PERCENTAGE	75%	N/A	District Discretion
OUT-OF-POCKET MAXIMUM (deductible included) In-network Individual Family	 $5,000 $10,000	N/A	District Discretion
DISTRICT HEALTH SAVINGS ACCOUNT CONTRIBUTION (HSA)	N/A	Single: $1,100 Family: $2,200	District Discretion

APPENDIX E

MPS HEALTH PLANS

Notwithstanding the term of the contract set forth in this Agreement, the provisions described below shall become effective on January 1, 2026 and continue until December 31, 2026.

BENEFIT CATEGORY	MPS PLAN #1 — **PPO** — TRADITIONAL DEDUCTIBLE HEALTH PLAN	MPS PLAN #2 — **HDHP** — STANDARD HIGH DEDUCTIBLE HEALTH PLAN	Additional MPS Plans
ANNUAL DEDUCTIBLE In-network Individual Family	 $1,200 $2,400	 $3,900 $7,800	 District Discretion
CO-INSURANCE PERCENTAGE	75%	N/A	District Discretion
OUT-OF-POCKET MAXIMUM (deductible included) In-network Individual Family	 $5,200 $10,400	 N/A	 District Discretion
DISTRICT HEALTH SAVINGS ACCOUNT CONTRIBUTION (HSA)	N/A	Single: $1,100 Family: $2,200	District Discretion

HEALTH SAVINGS ACCOUNT CONTRIBUTIONS. Health Savings Account (HSA) contributions made by the District, when applicable, shall be contingent upon the employee's eligibility for a tax free HSA contribution under applicable laws.

SCHEDULING OF CONTRIBUTIONS. Contributions to employees' Health Savings Accounts (HSAs) will be made as follows:

a) JANUARY. Two-thirds (⅔) of the District Health Savings Account contribution, when applicable, shall be made with the first payroll in January of each year for qualifying employees actively employed on that date.

b) SEPTEMBER. The remaining one-third (⅓) of the District Health Savings Account contribution, when applicable, shall be made with the first payroll in September each year for qualifying employees actively employed on that date. (A qualifying teacher starting employment at the beginning of the year will receive a one-third (⅓) HSA contribution. A qualifying teacher separating from employment at the end of the year will not receive the September one-third contribution, having concluded employment in August.)

DISTRICT DISCRETION TO DEVELOP ADDITIONAL PLAN OFFERINGS. The District may offer and develop additional health insurance plan options including, but not limited to, a high performance network plan at its sole discretion. The policies, procedures, implementation and all decisions related thereto, including but not limited to, deductibles, employee premium share percentages, and out of pocket maximums shall be the sole responsibility of the District; provided however, the District will review the program and receive input from the Association prior to implementation.

APPENDIX F

NURSE SALARY CALCULATION
(2024-2025)

I) **Registered Nurses (RNs)**. Salary shall be calculated as follows for a RN:

GENERATOR and BASE. The Base Salary shall be $48,245 (the total of the generator salary of $47,325 and the dollar value of the first year of creditable service valued at $920);

SERVICE. Each Year of Experience shall add $920 to the generator salary of $47,325, up to a maximum of eighteen (18) total years. The current year of the nurse's contract shall equal a year of experience; and,

EXPERIENCE OUTSIDE THE DISTRICT: Each RN initially employed by the District prior to August 1, 2022 shall be credited with a maximum of two (2) years of outside experience. Each nurse initially employed by the District after August 1, 2022, shall be credited with a maximum of ten (10) years of outside experience.

II) **Bachelor of Science Nurses (BSNs)**. Salary shall be calculated as follows for a BSN:

GENERATOR and BASE. The Base Salary shall be $48,575 (the total of the generator salary of $47,325 and the dollar value of the first year of creditable service valued at $1,250);

SERVICE. Each Year of Experience shall add $1,250 to the generator salary of $47,325, up to a maximum of eighteen (18) total years. The current year of the nurse's contract shall equal a year of experience; and,

EXPERIENCE OUTSIDE THE DISTRICT: Each BSN initially employed by the District prior to August 1, 2022 shall be credited with a maximum of two (2) years of outside experience. Each nurse initially employed by the District after August 1, 2022, shall be credited with a maximum of ten (10) years of outside experience.

APPENDIX F

NURSE SALARY CALCULATION
(2025-2026)

I) **Registered Nurses (RNs)**. Salary shall be calculated as follows for a RN:

GENERATOR and BASE. The Base Salary shall be $48,650 (the total of the generator salary of $47,710 and the dollar value of the first year of creditable service valued at $940);

SERVICE. Each Year of Experience shall add $940 to the generator salary of $47,710, up to a maximum of nineteen (19) total years. The current year of the nurse's contract shall equal a year of experience; and,

EXPERIENCE OUTSIDE THE DISTRICT: Each RN initially employed by the District prior to August 1, 2022 shall be credited with a maximum of four (4) years of outside experience. Each nurse initially employed by the District after August 1, 2022, shall be credited with a maximum of ten (10) years of outside experience.

II) **Bachelor of Science Nurses (BSNs)**. Salary shall be calculated as follows for a BSN:

GENERATOR and BASE. The Base Salary shall be $49,020 (the total of the generator salary of $47,710 and the dollar value of the first year of creditable service valued at $1,310);

SERVICE. Each Year of Experience shall add $1,310 to the generator salary of $47,710, up to a maximum of eighteen (19) total years. The current year of the nurse's contract shall equal a year of experience; and,

EXPERIENCE OUTSIDE THE DISTRICT: Each BSN initially employed by the District prior to August 1, 2022 shall be credited with a maximum of four (4) years of outside experience. Each nurse initially employed by the District after August 1, 2022, shall be credited with a maximum of ten (10) years of outside experience.