

2017-2019
ARTICLES OF NEGOTIATION

ARTICLE I. TEACHER WORKLOAD

Section 1.0 Lunch Period:

All teachers shall be provided with a duty-free uninterrupted lunch period of at least one-half (1/2) hour each day.

Section 1.1 Elementary Music and/or Physical Education Teachers:

Each elementary teacher will be allowed an average of 40 minutes of prep time. Elementary music and physical education periods will be considered as part of teacher prep time, if provided.

Section 1.2 Secondary Education:

Secondary teachers will have a maximum of six (6) preparations per day. One period of preparation time will be designated in each teacher's schedule. This time will be free of other assigned duties. Additional preparations may be assigned to a teacher upon mutual consent of the teacher and the administration. For each additional preparation assigned a teacher, said teacher shall be paid an additional daily amount as determined by his/her position on the curricular salary schedule in the following formula:

2017-18 and 2018-19 Formula

- Curricular salary divided by 8 periods/day equals the salary for each period. (Ex. \$40000 divided by 8 equals \$5000 per period.)
- The salary per period will be prorated according to the number of days taught, if not for the entire year. (Ex. 1 semester = \$2500)

Formula is based on the state required calendar of days and an eight period day. In the event of a seven period day the formula will reflect that change.

Section 1.3 Substitute Teachers:

When regular teachers are absent, substitute teachers will be hired whenever possible.

ARTICLE II. TEACHER LEAVE

Section 2.0 Sick Leave:

At the beginning of each school year, each teacher shall be credited with ten (10) days of sick leave allowance.

If a teacher teaches for only a fraction of his or her contract term, only that fraction of his or her 10 days of sick leave allowance is to be added to their accumulated sick leave.

Earned sick leave over 100 days will not be paid before the end of the year. The Maddock Public School complies with the Family Medical Leave Act.

A teacher may utilize three (3) days of sick leave for funeral attendance or in cases where the teacher is called to the bedside, or where there is a death, provided that he/she has not received any remuneration after his/her allotted sick leave has expired. All additional time missed in attendance will be subtracted from their personal leave time.

In the event of the death of a staff member's family, the Maddock School District will send those who wish to attend the funeral as a delegation with no time assessed, provided the staff member's sub agrees to cover the absence without additional salary.

The unused portion of such allowances shall accumulate from year to year without limitation up to one-hundred (100) days. For each day accumulated over 100 days and up to 10 days, the teacher will be paid \$30.00 per day for unused sick leave. Upon leaving District employment, a teacher will be paid for all accumulated sick days at \$25.00 per day.

Section 2.1 Sick Leave Bank

GENERAL DESCRIPTION

The licensed staff of the Maddock Public School may voluntarily join a sick bank established by the staff in cooperation with the Maddock School Board. The days in the sick bank will come from the sick leave days accumulated by individual staff members. The maximum number of days in the sick leave bank at any one time will be 180 days. The total cost to the district in any one school year is limited to no more than 5 percent of the General Fund ending balance as reported on the North Dakota District Financial Report of the previous year. The eligibility period will begin on the 1st day of school and end on the last day of school.

DETAILED DESCRIPTION

A Sick Leave Bank is available to licensed (administration, teacher, counselor, librarian, etc.) staff of the Maddock School. The purpose of the bank shall be to provide additional leave for unexpected and catastrophic illness and/or injury of the employee. A day will be considered a full day, whether contributed by full-time for part-time staff. The business office staff will maintain all records.

Participation in the Sick Leave Bank is voluntary. However, all those agreeing to participate in the bank must continue their involvement until they cease employment with the Maddock Public School. Only sick leave bank participants may draw on the bank. The enrollment period for new members shall be from the first day of school until September 15 of each year.

New members are defined as newly hired eligible participants to the District prior to each annual enrollment period. New members will acknowledge on their enrollment form that membership is voluntary and that they contribute sick days available to them prior to accumulating the 30 days mandated by N.D.C.C. New members electing to participate will invest two sick leave days the first year of enrollment. New members declining enrollment during their first enrollment period cannot join at a later date.

Participating members shall invest two sick leave days the first year of membership and one day each succeeding year until the bank has a balance of not less than 180 days. No further sick days will be assessed once the bank totals 180 or more days, except for the contribution from new members at enrollment. All days assessed/donated to the Sick Leave Bank will become the property of the Sick Leave Bank, and no hold or ownership will be maintained by the participating member. The Business Manager shall provide an accounting of the Sick Leave Bank to all members on October 1 and May 31 if any Sick Bank Leave days were approved during that school year.

The Maddock School District will be limited in its liability to no more than 5 percent of the General Fund ending balance of the previous year. The ending balance is found on the Maddock School District Financial Report for any given year.

Any member who has used his/her total accumulated personal sick leave may, after 5 teaching days without pay, apply to the Sick Leave Bank for consideration to draw on the Sick Leave Bank days. Application must be in writing and given to the Sick Leave Bank Committee for consideration within 5 working days following the return to work. However, if the absence occurs in May, application must be made before the last day of school. An application form can be obtained from the business office.

Rate of pay for approved Sick Leave Bank days will be equivalent to that member's daily rate of pay (9 month contract /State required calendar of days) and will be paid at the normal payroll date(s) following the

members absence, however, the members final paycheck may be postponed if Sick Leave Bank days are granted in May. The employee may be reimbursed for the 5 unpaid days pending the committees' approval.

The Sick Leave Committee shall consist of two (2) board members, an administrator and three (3) teachers. Committee members must be participants in the bank, and all those participating in the bank will be considered for committee appointment, regardless of membership in the MEA. Each member shall serve for staggered three year terms. The first year appointments shall reflect different term lengths. The purpose of the committee shall be to oversee the use of the bank.

A Sick Leave Bank committee member's term will cease if that member applies to the Sick Leave Bank for consideration. A replacement will be appointed to the Committee.

The committee shall approve only days that have been used. The committee shall use the following criteria to grant or reject a Sick Leave Bank application:

- The number of days requested;
- The number of days available in the bank;
- The reason for the application;
- The attendance history of the applicant;
- Any extenuating circumstances regarding the application.

The committee will meet within three working days upon receipt of a request, and a decision will be made at that time. The committee shall not meet until all members are available. A decision by a simple majority will be binding to the committee and the applicant. An applicant with a denied request to utilize the Sick Leave Bank may apply for reconsideration by the committee if additional circumstances or complications arise.

Section 2.2 Personal Leave

Three (3) days of personal leave with the accumulation to five (5) days will be allowed with the following restrictions:

- a. These days are granted on a first come – first serve basis, pending availability of substitute teachers.
- b. Ninety dollars (\$90) a day will be paid teachers for personal days not used.

Section 2.3 Professional Leave

Professional leave shall be granted at the discretion of the superintendent to each teacher to attend professional meetings or workshops.

Section 2.4 Administrative Leave

The administrator may request a teacher to attend or represent the District at a meeting, workshop, or other school related matters. This leave, requested by the Superintendent, will not count against other teacher leaves as listed in the Master Contract.

Section 2.5 Bereavement Leave

Immediate family bereavement leave, up to but not exceeding three (3) days per school year, may be granted. This bereavement leave may be used only in the event of death in the immediate family. The immediate family shall be defined to include spouse/partner, parents/step-parents and grandparents of both, children/step-children, son-in-law, daughter-in-law, grandchildren, brother/step-brother, sister/step-sister, brother-in-law, sister-in-law, aunts, uncles, nieces, or nephews. Upon request, where the three (3) days of the immediate family bereavement leave are expended, the principal may recommend an extension of the bereavement leave to the superintendent who shall have authority to grant up to an additional two (2) days of bereavement leave per school year.

Section 2.6 Emergency Leave

Up to one (1) day of paid time off per year will be allowed for emergencies. An emergency will be defined as a crisis over which the individual has no control, and which cannot be attended to during non-school hours. Emergency leave includes weather-related situations, flooding, and accidents. Emergency leave does not include events that would be covered under sick leave, or bereavement leaves. The employee will contact the building principal or his/her designee. The administrator will decide whether or not the leave is approved and will notify the employee of the decision with an explanation via email.

ARTICLE III. CITIZENSHIP RIGHTS

Section 3.0 Jury Duty

Any teacher called for jury duty selection or jury duty will serve subject to the following:

- a. The District will pay for the substitute teacher.
- b. The teacher will get his/her teachers salary.
- c. The teacher will turn over his/her jury pay to the school district. The teacher will retain payment for travel expenses.

ARTICLE IV. PROFESSIONAL DEVELOPMENT

Section 4.0 Sabbatical Leave

The board may approve one year of sabbatical leave without pay, if the teacher has been in the Maddock School System for at least five years. The teacher must make this request to the Board by April 1st of the preceding year. If used as an educational sabbatical leave, the year will count as one year of experience on the salary schedule when the teacher returns to school.

ARTICLE V. TEACHER RIGHTS

Section 5.0 Action on Complaint Against a Teacher 15.1-17-04

Any complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person, shall promptly be called to the attention of the teacher if said complaint is to be placed in the teacher's file.

ARTICLE VI. MISCELLANEOUS PROVISIONS

Section 6.0 Understanding

The Board and the Association agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties and that said terms and conditions may not be altered, changed, added to, deleted from or modified without the mutual consent of the parties in amendment, written or attached and made part of this agreement.

Section 6.1 Saving Clause

Should any Article, Section, or Clause of this agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause shall be automatically deleted from this agreement to the extent that it violates the law, but the remaining Articles, Sections and Clauses shall remain in full force for the duration of the Agreement.

Section 6.2 Individual Contracts

Every effort will be made to have assignments fully known for each teacher prior to the issue of contracts. Duties, including class assignments and extra-curricular duties, will be discussed with each teacher individually prior to the issuance of the teacher's contract. Any necessary changes after contract issuance will be discussed personally with the teacher.

Section 6.3 Copies of the Master Contract

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the agreement is signed and shall be presented to all teachers now employed, hereafter employed or considered for employment by the Board. The Board shall also provide one (1) copy of the Agreement to the Association for its use.

Section 6.4 Budget

The expenditure budget of the Maddock School District will be provided at the Board’s expense upon request and a copy furnished to MEA within one (1) week from the date of request. Additional copies will be the responsibility of the MEA.

ARTICLE VII. TEACHER CONTRACT

Section 7.0 Credit for Experience

Incoming teachers with continuous teaching experience shall be given one year credit for each year of teacher experience up to the maximum of ten (10) years. Included in such prior experience credit shall be years of service in the Peace Corp, or National Teacher Corps, or time spent on academic scholarships that have been earned as a result of prior teaching experience, provided that there has been prior experience previous to the other service time.

Section 7.1 Breaking of Contract

For release of contract, a teacher will be charged according to the following schedule and must be included with resignation before being considered by the School Board (payable in cash or money order):

1. 5% of contract upon signature up to June 30th
2. 10% of contract after July 1st.

Section 7.2 Reduction in Force and Re-Employment Policy

The School Board shall follow Century Code and School Board policy in matters of Reduction-In-Force.

ARTICLE VIII. SALARY SCHEDULE

Section 8.0 Salary Schedule

If a teacher reaches the last step of a lane available on the salary schedule, the teacher shall receive a career increment the second year at the step. If a step or lane becomes available and a teacher is qualified to move a step or lane then that teacher shall not be eligible to receive the career increment for that year. The career increment and payment will be included in the annual salary. The amount of the career increment will be \$500 for each increment. Career increments shall be paid on a prorated basis if teacher in not employed full time.

July 1, 2017-June 30, 2018

<u>STEP</u>	<u>BA</u>	<u>BA+10</u>	<u>BA+20</u>	<u>BA+30</u>	<u>MS</u>	<u>MS+10</u>
1	37650	38650	39650	40650	42150	43150
2	38150	39150	40150	41150	42650	43650
3	38650	39650	40650	41650	43150	44150
4	39150	40150	41150	42150	43650	44650
5	39650	40650	41650	42650	44150	45150
6		41150	42150	43150	44650	45650
7		41650	42650	43650	45150	46150
8				44150	45650	46650
9				44650	46150	47150
10				45150	46650	47650

July 1, 2018-June 30, 2019

<u>STEP</u>	<u>BA</u>	<u>BA+10</u>	<u>BA+20</u>	<u>BA+30</u>	<u>MS</u>	<u>MS+10</u>
1	37650	38650	39650	40650	42150	43150
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4	39150	40150	41150	42150	43650	44650
5	39650	40650	41650	42650	44150	45150
6		41150	42150	43150	44650	45650
7		41650	42650	43650	45150	46150
8			44150	45650	46650	
9			44650	46150	47150	
10			45150	46650	47650	

Section 8.1 Lateral Movement

All credits will be expressed in semester hours. To qualify for lateral movement classes must be at the 500 level or above. The superintendent must approve all classes.

Section 8.2 Method of Payment

Each teacher shall have the option of accepting salary in 9,10,11, or 12 months. Teachers will receive 2 pay checks per month on the 15th and on the 30th starting with the first pay day of the school year. (i.e. If school starts on August 22nd, the first pay date would be August 30th). Fifty (50%) of the month's earnings will be paid on the 15th; the remainder with any adjustments will be paid on the 30th. (Except in February when it will be paid on the last day of the month.) If the 15th or the 30th fall on a weekend or a school holiday vacation, teachers will receive their checks on the prior school day closest to that date.

Teachers receiving salary for a period of 9 months will receive their last check on the final day of school*. Teachers receiving salary for periods of 10, 11, or 12 months will receive a check on May15th, with the remainder of the checks being issued on the final day of school*. *All final checks will be issued upon completion of assigned duties as listed in the staff handbook.

Section 8.3 Teacher Retirement

The District will pay the employees portion of the member assessment, as outlined by Model 2 Full.

Section 8.4 Cafeteria Plan Benefit

A separate written Cafeteria Plan that complies with the requirements of Section 125 and the regulations is maintained by the District for employees. Participants in the cafeteria plan must be permitted to choose among at least one permitted taxable benefit (example: cash) and at least one qualified benefit (example: health insurance, dental insurance, vision insurance, disability insurance, cancer insurance, accidental death and dismemberment insurance, health flexible spending, dependent care flexible spending, 403b). If benefit premiums exceed the Districts contribution, the amount shall be deducted from the employee's salary.

The District will pay an amount equivalent to a BCBS single health, BCBS single dental, and BCBS single vision plan combined as the annual cafeteria plan benefit. Policy specifications must be agreed upon by all group members, including administration and non-certified members in such plan.

Teachers not employed on a full time basis will be offered a prorated amount in proportion to their contract.

In the event there are two teachers in the system who are married to each other, the District shall pay the annual cafeteria plan benefit rate time their combined full-time equivalency towards the plan.

Coverage shall extend from October 1 through September 30 of the following year.

If a teacher leaves his/her position during the school year, the insurance will be terminated at the time of the leaving, unless continued by the terms of COBRA.

Section 8.5 Extra-Duty Pay

The Board agrees to negotiate the duties that will be placed on the extra-duty pay schedule but compensation for these duties will be paid at the Board’s discretion. Any teacher who is dissatisfied with the extra pay schedule or any part of the schedule has an option of meeting with the Board for discussion. Negotiations regarding any part of the schedule will be held directly between the Board and the Teacher. The most current extra-curricular pay schedule will be attached to the Articles of Negotiation.

Teachers and their spouse will receive season tickets and ticket-takers will be paid. Teachers will pay for their student(s)’ gate fees and participation fees.

A \$15.00 subbing fee per period will be paid to a teacher subbing for an absent teacher during his/her prep or free time when a sub is not hired.

The District will pay up to \$150 for one mandatory staff inservice day above the inservice days included in the state mandated school calendar.

ARTICLE IX. DURATION

Section 9.0 Effective Dates of Master Contract

The provisions of this agreement will be effective as of July 1, 2017 for new contracts and will continue and remain in full force and effect until June 30, 2019. Said agreement will automatically be renewed and continue in full force and effect for additional periods of one year.

In witness thereof duly authorized representatives of this Association and the Board hereunto set their hands and seals this ____ day of June, 2017.

Association

Board of Education

Association

Board of Education

Association