

**2017-2019**  
**McCLUSKY PUBLIC SCHOOL NEGOTIATIONS AGREEMENT**

Upon the completion of negotiations between the McClusky Education Association and the McClusky School Board the following articles were negotiated and affirmed by representatives of both negotiating teams. The articles listed and provisions pertaining thereto shall be considered binding upon any individual or individuals who may knowingly or unknowingly take a position that may be in conflict with the negotiated articles. The only exception would be in the case of salary offers to prospective teachers in critically short teaching fields or where the teaching contract would exceed the regular nine months standard contract:

**Article 1. SICK LEAVE**

Section 1. Accumulations

At the beginning of each school year each teacher shall be credited with 14 days of sick leave allowance to be used for absences caused by illness or disability of the teacher. Four of the 14 days can be used for immediate family members. The unused portion of such allowance shall accumulate from year to year to a maximum of 75 days. At the end of the school year the School Board shall furnish a written statement to each teacher setting forth the teacher's total unused sick leave credit.

Section 2. Remuneration for Unused Sick Leave

At the time of the termination of employment for any teacher in the McClusky School District, the Board will, upon the request of said teacher, pay \$16.00 per day for each day of all accumulated unused sick leave.

Section 3. Sick Leave Pool

The policy of the "sick leave pool" states that this pool can accumulate days to a maximum of 100 days. Twenty days is the maximum number of days that can be used by any one teacher in any school year. Any days used must meet with the approval of McClusky Education Association and McClusky School Board. This pool would be monitored by the school business manager. If the pool falls under 100 days, the District will replenish one (1) day per teacher, per year.

**Article 2. EMERGENCY LEAVE**

Section 1. Authority

Emergency leave may be granted the teacher at the discretion of the McClusky School Superintendent.

Section 2. Duration

The number of days of emergency leave allowed will be arranged with the Superintendent, except that the maximum days allowed shall not exceed five (5) days per occurrence.

### Sections 3. Remuneration

Full or partial remuneration for days missed due to emergency leave may be granted at the discretion of the Superintendent or the School Board

### **Article 3. PROFESSIONAL LEAVE**

#### Section 1. Professional Leave

Workshops participated in by members of the teaching staff while school is in session should be in the area of the teacher's responsibility and must be approved in advance by the Superintendent of Schools.

#### Section 2. Sabbatical Leave

One year of sabbatical leave without remuneration may be granted to any teacher in the McClusky School District if:

- 1.) The advanced study is in the teacher's current teaching assignment field.
- 2.) A suitable replacement can be found.
- 3.) The proposed program of study including courses to be taken be submitted at the time of request and approved by the administration.

If the teacher requests leave after signing a new contract a suitable replacement should be available before the request is granted.

No extension shall be granted. The teacher will return to their original teaching position and step on the salary schedule.

Teachers shall notify the Board in writing of their intent to return to their position by March 15 of the year of the leave. Failure to do so shall indicate rejection of contract for the following year.

### **Article 4. PERSONAL LEAVE**

At the beginning of each school year each teacher shall be credited with two (2) days of personal leave. The unused portion of such allowance shall accumulate from year to year to a limit of four (4) days. A personal day may be used for any purpose at the discretion of the teacher. One-half days may be taken.

Requests for leave will not be granted during the period scheduled for student semester and final examinations, or for the review period for these examinations.

At the end of the contract year, a teacher will be compensated for unused personal days at the rate of current substitute teacher pay per day. Two uncompensated days must remain.

### **Article 5. GRIEVANCE PROCEDURE**

#### Section 1. Definition

A grievance is a claim based upon an event or condition which affects the condition or circumstances under which the teacher works, allegedly caused by misinterpretation or inequitable application of established policy, or the terms of this agreement.

## Section 2. Procedures

### Step One (informal)

The teacher and/or his representative will express his complaint to the principal or his superior.

If the complaint refers to the application or interpretation of personnel policies, rules, regulations, or administrative decision, the principal or appropriate superior shall give the Association representative an opportunity to state the views of the Association. Within five days the principal or appropriate superior shall communicate his views to the aggrieved, to his representative (if any), and to any participating Association representative.

Before resolving the complaint, the principal or appropriate superior may consult the next higher level of administration for an opinion.

If the aggrieved is not satisfied he may take or request that the complaint be taken to an appropriate higher level of administration or appropriate level of the Association (grievance committee). The complaint at this stage should be submitted in writing.

The grievance committee shall be composed of at least three teachers elected annually from the total school faculty and shall serve for the school year of the election.

### Step Two (formal)

Upon proper written notice the grievance committee shall transmit the complaint to the Superintendent. The Superintendent or his designated representative shall then work with the grievance committee in a full good faith effort to seek an equitable solution. A written copy of the proceedings of all meetings held concerning a grievance complaint shall be furnished to the aggrieved teacher, to the Superintendent, or his representative, and to each of the grievance committee.

### Step Three (formal)

If a solution acceptable to all parties concerned is not reached within ten (10) days after the committee has transmitted the complaint to the Superintendent, the alleged grievance shall be referred in writing, together with all written copies of earlier proceedings on the matter, to the McClusky School Board as the final authority on the equitable solution to the alleged grievance. The School Board shall within ten days of being apprised of the grievance respond in writing stating its declared interpretation regarding agreements. Copies shall go to the Superintendent, the grievance committee, any involved Principals, and the aggrieved teacher.

The School Board's recommendation shall be considered binding on all concerned parties.

A copy of the grievance proceedings (step 2 and 3) and a copy of its solution shall be kept on file in the Superintendent's office.

Copies of a teacher's grievance will not be kept as part of a teacher's personnel record and any such grievance shall not be used in a discriminatory manner by the board.

#### **Article 6. COMPREHENSIVE AGREEMENT CLAUSE**

The Board and Association agree that the terms and conditions set forth in this agreement represents the full and complete understanding and commitment between the parties and that said terms and conditions may not be modified or changed without mutual consent of both parties. This agreement shall constitute Board policy for the term of said agreement.

Any contract between the Board and a teacher shall be subject to the terms and conditions of the agreement and if an individual contract contains language inconsistent with this agreement, this agreement for its duration shall be controlling.

Based upon evidence acceptable to the Board that the McClusky Education Association represents the majority of those in the bargaining unit, the Board hereby recognizes the McClusky Education Association as the bargaining agent for all regularly employed teachers, excluding all administrative and supervisory personnel.

#### **Article 7. DURATION**

The provisions of this agreement shall automatically be renewed and will continue in force for additional periods of one year unless either party gives notice to the other party not later than 60 days prior to the anniversary date of its desire to reopen certain provisions of this agreement and/or make additions to this agreement. In the event a successor agreement is not agreed upon before the anniversary date, all provisions of this current agreement shall remain in full force and effect until mutual agreement is reached. All salaries, benefits, and working conditions agreed upon in the successor agreement will be retroactive to the anniversary date of this agreement. Single year contracts shall be issued in accordance to the provisions of the agreement.

#### **Article 8. OPENING NEGOTIATIONS**

Negotiations may be opened during the period of this agreement by mutual consent, except during the second year of the agreement when negotiations for the following year(s) may be opened March 1 or later upon request of either party. Upon receipt of such request a mutually acceptable meeting shall be set not more than fifteen (15) days following such requests.

Good-faith negotiations must begin no later than the thirtieth day after the representative organization is recognized by the board of the school district in accordance with NDCC section 15.1-1-16-11, unless otherwise agreed to by the board of the school district and the representative organization.

#### **Article 9. SALARY**

The teaching salaries shall be determined according to the one line salary schedule. For the purpose of employing new, inexperienced teachers into the system, the base salary shall be as in the salary

schedule. Also, the School Board shall tax defer employee's contribution to the ND TFFR as outlined by TFFR Model 2 (Partial) and the NDCC section 15-39.1-09. Teachers shall be remunerated in two pay periods per month. The School District will pay 7.75% of the teacher's share of TFFR.

The School District will pay \$500.00 per year to teachers teaching in a combination elementary classroom. The District will issue a separate contract for this compensation.

#### **Article 10. INSURANCE**

The School District shall provide 100% of a single health insurance policy/medical care spending benefit for each full time teacher. Any part-time teacher will receive the proportional amount of health insurance/medical care spending benefit in accordance to their salary contract, with the minimum benefit to be half of a single health insurance policy. No additional insurance/medical care spending benefits will be allowed for extended contracts.

#### **Article 11. IN-STAFF SUBSTITUTIONS**

Twelve and one half cents per minute for each period shall be paid to teachers substituting for other teachers during their preparation periods. The most qualified teacher will be given the initial opportunity to substitute and these opportunities will be monitored by the School Board. Remuneration will be given to elementary teachers who substitute on a class period basis.

#### **Article 12. CO-CURRICULAR DUTIES**

Co-Curricular assignments and contracts shall be issued separately and apart from the teacher's regular teaching contract. The Co-curricular pay schedule will be as shown on Attachment No. 2. Those positions which are hired involving Co-op activities will be paid off the designated Co-op Co-curricular schedule.

#### **Article 13. EXTRA DUTY PAY**

Compensation for the one-half hour noon duty by the elementary teachers and high school teachers shall be paid at the rate of \$7.50 per hour. The School District will pay for the service of only two teachers each school day for noon-hour duty. Scheduling of elementary noon duty will be done by the Elementary Principal.

#### **Article 14. EVALUATION PROCEDURE**

Evaluation is to include both administration and teachers. The School Board would ask for some report from both parties throughout the school year. MEA will have input in choosing the evaluation criteria to be used.

#### **Article 15. SAVINGS 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 and effect for the duration of this agreement.

**Article 16. CERTIFIED SUBS**

The Board agrees that every attempt will be made to fill positions for the day.

**Article 17. ACQUISITION OF MATERIALS**

The Instructional Staff will be equipped with materials they need and will be informed of the items ordered.

**Article 18. MILEAGE**

Mileage will be paid equivalent with state rates.

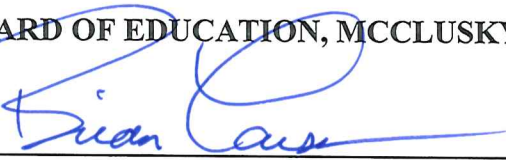
**Article 19. SCHOOL POLICY BOOK**

The School Board is responsible for the development of School District Policy and the processes for the update and revision of the policy handbook. Representatives of the teachers with a limit of two will participate in the policy-writing committee.

**Article 20. FUTURE NEGOTIATIONS**

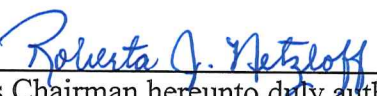
For the second year of this agreement, contracts will be issued no earlier than April 1 and no later than May 1 and will be due within 14 days of issuance.

**BOARD OF EDUCATION, MCCLUSKY SCHOOL DISTRICT #19**

BY   
Its Chairman hereunto duly authorized

DATE 6-19-17

**MCCLUSKY EDUCATION ASSOCIATION**

BY   
Its Chairman hereunto duly authorized

DATE 6-19-2017

**McClusky School District #19  
2017-2018 One Line Salary Schedule**

**SALARIES**

1) The minimum salary for teachers employed by the McClusky School District #19 for a nine month contract is as shown below:

<b>BS</b>	<b>BS + 10</b>	<b>BS + 20</b>	<b>BS + 30</b>	<b>MS/MA</b>	<b>MS + 10</b>
34,100	34,600	35,100	35,600	36,100	36,600

2) The McClusky School District shall pay \$500.00 to advance in the following education brackets.

<b>BS</b>	<b>BS + 10</b>	<b>BS + 20</b>	<b>BS + 30</b>	<b>MS/MA</b>	<b>MS + 10</b>
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3) The McClusky School District shall provide each contracted full time teacher with no increase in salary.

**McClusky School District #19  
2018-2019 One Line Salary Schedule**

**SALARIES**

1) The minimum salary for teachers employed by the McClusky School District #19 for a nine month contract is as shown below:

<b>BS</b>	<b>BS + 10</b>	<b>BS + 20</b>	<b>BS + 30</b>	<b>MS/MA</b>	<b>MS + 10</b>
34,500	35,000	35,500	36,000	36,500	37,000

2) The McClusky School District shall pay \$500.00 to advance in the following education brackets.

<b>BS</b>	<b>BS + 10</b>	<b>BS + 20</b>	<b>BS + 30</b>	<b>MS/MA</b>	<b>MS + 10</b>
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3) The McClusky School District shall provide each contracted full time teacher with a \$400.00 increase in salary and each part time contracted teacher will receive the proportional amount (ex: 4/7 contracted teacher will receive 4/7 of the \$400.00 increase).

**MCCLUSKY HIGH SCHOOL CO-CURRICULAR SALARY  
SCHEDULE 2017-2018 SCHOOL YEAR**

Salaries are computed as the given percentage of the present year's base salary plus an additional 0.5% for each year of experience until a maximum of four years experience is reached.

Base Salary 2017-2018                      \$34,100.00

<u>Advisor/Director</u>	<u>Percent</u>	<u>Base</u>	<u>Years of Experience</u>			
			<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>
Drama	2.0%	682	852.50	1023	1193.50	1364
Speech	2.0%	682	852.50	1023	1193.50	1364
Junior Class	1.0%	341	511.50	682	852.50	1023
Music	2.0%	682	852.50	1023	1193.50	1364
Pep Band	2.0%	682	852.50	1023	1193.50	1364
FFA	7.0%	2387	2557.50	2728	2898.50	3069
School Newspaper	2.0%	682	852.50	1023	1193.50	1364
Yearbook	2.5%	852.50	1023	1193.50	1364	1534.50
Chess	2.0%	682	852.50	1023	1193.50	1364
Academic Competition	1.0%	341	511.50	682	852.50	1023
Technology	4.0%	1364	1534.50	1705	1875.50	2046
Pep Club	2.0%	682	852.50	1023	1193.50	1364
School Improvement	1.0%	341	511.50	682	852.50	1023
Student Council	2.0%	682	852.50	1023	1193.50	1364
DECA	1.0%	341	511.50	682	852.50	1023



**MCCLUSKY HIGH SCHOOL CO-CURRICULAR SALARY  
SCHEDULE 2018-2019 SCHOOL YEAR**

Salaries are computed as the given percentage of the present year's base salary plus an additional 0.5% for each year of experience until a maximum of four years experience is reached.

Base Salary 2018-2019                      \$34,500.00

Advisor/Director	Percent	Base	Years of Experience			
			One	Two	Three	Four
Drama	2.0%	690	862.50	1035	1207.50	1380
Speech	2.0%	690	862.50	1035	1207.50	1380
Junior Class	1.0%	345	517.50	690	862.50	1035
Music	2.0%	690	862.50	1035	1207.50	1380
Pep Band	2.0%	690	862.50	1035	1207.50	1380
FFA	7.0%	2415	2587.50	2760	2932.50	3105
School Newspaper	2.0%	690	862.50	1035	1207.50	1380
Yearbook	2.5%	862.50	1035	1207.50	1380	1552.50
Chess	2.0%	690	862.50	1035	1207.50	1380
Academic Competition	1.0%	345	517.50	690	862.50	1035
Technology	4.0%	1380	1552.50	1725	1897.50	2070
Pep Club	2.0%	690	862.50	1035	1207.50	1380
School Improvement	1.0%	345	517.50	690	862.50	1035
Student Council	2.0%	690	862.50	1035	1207.50	1380
DECA	1.0%	345	517.50	690	862.50	1035