

**MAPLETON PUBLIC
SCHOOL
District #7**

**MASTER TEACHING
CONTRACT**

**2017/2018
2018/2019**

*MAPLETON PUBLIC SCHOOL
MASTER TEACHING CONTRACT*

CONTRACT FOR THE 2017-2018 & 2018-2019 SCHOOL YEARS

ARTICLE I. RECOGNITION

The School Board of Mapleton Public School District No. 007 hereinafter referred to as the Board, recognizes that teaching is a profession. The Board recognizes the Mapleton Education Association, hereinafter referred to as the M.E.A. or the Association, as the representative of the certified teachers employed by the Board for the purpose of negotiation on certain matters of mutual concern for duration of this contract. Recognition for future contracts will be done according to North Dakota century code. 8/11/11

ARTICLE II. GRIEVANCE POLICY

A. DEFINITIONS

1. A "grievant" shall mean a teacher or group of teachers or the Association filing a grievance.
2. A "grievance" shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this agreement.
3. "Days" shall mean teacher employment days, except when a grievance is submitted in the summer; then time limits shall consist of all week days.

B. INDIVIDUAL RIGHTS

A grievant may be represented at all stages of the grievance procedure. If not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

C. PROCEDURE

Step One. The parties acknowledge that it is usually most desirable for an employee and his/her principal to resolve problems through free and informal communications. Within twenty days following knowledge of the condition which is the basis of the complaint, the grievant shall present the grievance in writing to the principal who will arrange for a meeting to take place within four (4) days. The principal shall provide the grievant and the Association with a written answer to the grievance within two (2) days. Such answer shall include the reasons upon which the decision was based. Failure of the grievant to file a grievance in time allotted shall constitute a waiver of said grievance.

Step Two. If the grievant is not satisfied with the disposition of his/her grievance at Step One, or if no decision has been rendered within six (6) school days after presentation of the grievance, then the grievance may be referred to the Board. The Board shall hold a hearing with the grievant and/or the Association within thirty (30) days of the receipt of the appeal. The parties shall have the right to include such witnesses and representatives as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Board will have twenty (20) days to provide a written decision, together with the reasons for the decision to the association. 08/11/11

Step Three. If the grievant and the Association are not satisfied with the disposition of his/her grievance at Step Two, or if no decision has been rendered within twenty (20) school days after he/she first met with the Board, he/she may within five (5) school days after a decision by the Board, request in writing that the Association submit his/her grievance be submitted to arbitration. The Association may by written notice to the Board within fifteen (15) days after receipt of the request from the aggrieved person, submit the grievance to binding arbitration.

Within ten (10) school days after such a written notice of submission to arbitration, the Board and the Association will select a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the ten-day period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association. 08/11/11

The arbitrator selected will hold a meeting promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearing. If the arbitrator does not reach a decision within twenty (20) days, he/she shall be dismissed and a new arbitrator will be selected to Step Three of grievance procedure.

The decision of the arbitrator will be submitted to the Board and association and will be final and binding upon both parties.

The cost for the services of the arbitrator will be born equally by the Board and the grievant.

D. NO REPRISALS

No reprisals of any kind will be taken by the Board and the Administration against any teacher because of his/her participation in the grievance procedure.

E. PERSONNEL FILES

All documents, communication, and records dealing with the processing of grievance shall be filed separately from the personnel files of the participants.

ARTICLE III. LEAVE

A. SICK LEAVE

At the beginning of each school year, each teacher shall be credited with twelve (12) days sick leave allowance to be used by the absences caused by illness or disability of the teacher or immediate family. The unused portion of such allowance shall accumulate from year to year to a limit of ninety (90) days. Teachers opting to not seek early retirement will receive payout of up to 90 days unused sick leave at the termination of their employment. Amended 08/25/2015

*At the beginning of each school year, each part-time teacher shall be credited with ten (10) days sick leave allowance to be used by the absences caused by illness or disability of the teacher or immediate family. Teachers shall be paid for up to (12) twelve days of unused sick leave at 100% of the current daily substitute pay rate for days above the maximum accumulation of 90 days. Amended 08/25/2015

*Amended 08/23/13

B. PROFESSIONAL LEAVE

Professional leave can be granted by the administration for matters related to the teaching assignment of the teacher, not to exceed two (2) days per year. If attendance is requested by the administration, the school district will pay the total fees. Notification is required five (5) days in advance if possible. This will be pro-rated for part-time teachers. When this figures out to a fraction of a day, that amount shall be counted as a full day of credit toward professional leave for the part-time teacher. Additional leave can be requested of the Board. 08-2007 06/21/11

C. ANNUAL LEAVE

Nine (9) days of absence at the teacher's discretion with salary and the school district paying for the substitute. Two (2) additional days, beyond the nine (9), can be used with the teacher responsible for paying the substitute at the substitute rate. If less than nine days are used during the school year, a maximum of six (6) days will be reimbursed at the teacher's daily rate of pay and teachers can carry over three (3) days of leave to the next year, in lieu of receiving the teacher's rate of pay for those days. **08/16/17** When possible the teacher will give at least one week notice to the administrator for any leave taken. If too many teachers are using annual leave on a particular day, the administrator has the right to refuse leave. First requests will be honored first. 08-2007 06/21/11 8/23/13 **08/16/17**

D LEAVE ALLOWANCE BANK

When a teacher has used all his/her leave allowance, the teacher will be allowed to use days drawn from the "leave allowance bank".

1. All teachers who wish to participate shall notify the principal within ten (10) days after such teacher's first work day for the school year. Participating teachers will be assessed one day of leave allowance at the beginning of the school year. All assessed days will be accumulated in a bank where they will be available to participants who have used all their designated leave allowance days.
2. A teacher may withdraw from the "leave allowance bank" at the beginning of any school year. In case of withdrawal, a teacher's contribution of days to the "leave allowance bank" stays in the bank.
3. The Association will determine who will receive days from the "leave allowance bank". The Association will notify the principal of any days granted before the end of the fiscal year.

E UNPAID LEAVE OF ABSENCE

An unpaid leave of absence may be granted to a teacher for up to one (1) year if he/she so requests. Request will be approved or denied by the Board. A request for an additional one (1) year unpaid leave of absence may be submitted to the Board. If request is approved, the salary schedule placement and seniority will be maintained.

ARTICLE IV. NONRENEWAL/REDUCTION IN STAFF

When reduction of professional certified staff becomes necessary because of a discontinuance of teaching position, or a substantial and demonstrable reduction in pupil enrollment, or a substantial and a demonstrable decrease in funds outside the authority and control of the Board or other needs of the district, the Board will make every effort to insure that separated personnel will be placed in other teaching positions within the district. 0811/11

- A. In the event personnel are placed on nonrenewal, the contracts of such personnel will be terminated in accordance with present status and fair dismissal procedures as described by North Dakota Law. NDCC 15.1-15-05 08-2007

B. The placement of teachers on nonrenewal shall be in inverse order of seniority in the areas of certification. No teacher shall be placed on nonrenewal if there is any other qualified teacher with less seniority in the same areas of certification. Seniority shall be defined as date hired in the district.

In the event of identical seniority, the following criteria will be used in the order listed:

1. Most advanced degree
2. Total credits earned
3. Total teaching experience
4. Date of certification
5. Documented results of teacher evaluations

C. Teachers placed on nonrenewal shall be reinstated to the position from which they have been non-renewed, or any other available position in the school district in fields in which they are qualified, as such positions become available in order of seniority.

Separated personnel shall be notified by certified letter of an opening for which their certification qualifies them. Should separated personnel decline to return or fail to keep their mailing address current with the Mapleton School District, they will have forfeited their right to re-employment as certified personnel with the Mapleton School District. 06/21/11

D. Teachers on nonrenewal shall remain on the seniority list for two (2) years. Teachers on district-approved leave shall remain on the seniority list.

E. Teachers shall be credited for seniority purposes with the years of service on sabbatical leave, maternity leave, extended sick leave, military leave, or any other authorized leave of absence from Mapleton School District.

F. Separated personnel returning to employment from the recall list will have all accumulated benefits reinstated and will be placed on the salary schedule at the level commensurate with their experience and academic preparation or other provisions as stipulated in this contract or school policy.

ARTICLE V. PAY

A. METHOD OF PAYMENT

Teachers shall be paid semimonthly on the fifteenth day and the last day of each month beginning August 31st, except when a pay day falls on or during a school holiday, vacation, or weekend, at which time teachers will receive their checks the last working day preceding such holiday, vacation, or weekend. Teachers to be paid on a nine-month or twelve-month basis as each requests. For each teacher who requests to be paid on a twelve-month basis, the last two months will be combined and paid at the end of the fiscal year. June 30th. 08-2007 Teachers have the right to direct deposit. 06/12/03

B. PAY ROLL DEDUCTION

Any teacher who is a member of the Association or who has applied for membership may authorize deduction of membership dues in the Association, including the NDEA & NEA. Such authorization shall be given in writing and must be renewed each year. The Board shall deduct such dues from the regular salary check of the teacher in equal amounts.

C. INSURANCE

1. Health, Dental and Vision Insurance.

The School District will pay:

- a) The actual cost of a single group health, dental, and vision policy premium for

Mapleton School's Group Plan for the 2017-18 and 2018-19 school years for fulltime employees and prorated for all part-time employees; OR

The School District will make available:

b) A cafeteria plan to all teachers and staff. Teachers and staff who participate in the plan will be responsible for the administrative cost of the plan. Teachers who elect to not participate in the district health insurance plan will have a contribution, equivalent to the actual cost of a single health, dental and vision policy premium for full-time employees and prorated for all part-time employees, to the cafeteria plan for the 2017-18 and 2018-19 school years.

Teachers electing not to participate in the School District's group health insurance plan must submit a satisfactory Waiver of Health Coverage form before receiving any funds under this flexible spending plan. This cafeteria plan will allow for medical spending to a maximum of \$2,600, dependent care to a maximum of \$5,000, and a premium conversion option into a 403(b) retirement plan.

These provisions must fully comply with the requirements of Section 403(b) of the Internal Revenue Code. The School District shall be responsible for selecting a provider for the cafeteria plan.

Committee consisting of MEA member, Board member, and Principal to recommend insurance group coverage for Board approval. 07-28-98 **08/16/17**

2. Long-Term Disability Insurance.

The Board shall provide 100% of the cost of employee long-term disability protection.

D. SOCIAL SECURITY deleted 06/21/11 The MEA and the Board agree to include social security as a payroll deduction starting August 31, 2017 going forward continuously. **08/16/17**

E. TEACHERS' FUND FOR RETIREMENT

Mapleton School District will follow Model 2 Employer Payment Plan. District will pay the full employer assessment and also the full member assessment. 07-28-98

F. CREDIT FOR EXPERIENCE

A maximum of teaching experience to be transferred shall be eight (8) years. 10/2009
This would allow the school district to hire a teacher with more experience which would help the students in school.

G. SALARY SCHEDULE

MAPLETON PUBLIC SCHOOL SALARY SCHEDULE 2017-2018

	BA/BS	Ba/Bs +8	BA/BS +16	BA/BS +24	MA/MS	MA/MS +8	MA/MS +16
1	\$35,400	\$36,816	\$38,232	\$39,648	\$41,064	\$42,480	\$43,896
2	\$36,816	\$38,232	\$39,648	\$41,064	\$42,480	\$43,896	\$45,312
3	\$38,232	\$39,648	\$41,064	\$42,480	\$43,896	\$45,312	\$46,728
4	\$39,648	\$41,064	\$42,480	\$43,896	\$45,312	\$46,728	\$48,144
5	\$41,064	\$42,480	\$43,896	\$45,312	\$46,728	\$48,144	\$49,560
6	\$42,480	\$43,896	\$45,312	\$46,728	\$48,144	\$49,560	\$50,976
7	\$43,896	\$45,312	\$46,728	\$48,144	\$49,560	\$50,976	\$52,392
8		\$46,728	\$48,144	\$49,560	\$50,976	\$52,392	\$53,808
9		\$48,144	\$49,560	\$50,976	\$52,392	\$53,808	\$55,224
10		\$49,560	\$50,976	\$52,392	\$53,808	\$55,224	\$56,640
11		\$50,976	\$52,392	\$53,808	\$55,224	\$56,640	\$58,056
12			\$53,808	\$55,224	\$56,640	\$58,056	\$59,472
13			\$55,224	\$56,640	\$58,056	\$59,472	\$60,888
14				\$58,056	\$59,472	\$60,888	\$62,304
15				\$59,472	\$60,888	\$62,304	\$63,720
16				\$60,888	\$62,304	\$63,720	\$65,136
17					\$63,720	\$65,136	\$66,552
18					\$65,136	\$66,552	\$67,968
19					\$66,552	\$67,968	\$69,384
20						\$69,384	\$70,800

MAPLETON PUBLIC SCHOOL SALARY SCHEDULE 2018-2019

	BA/BS	Ba/Bs +8	BA/BS +16	BA/BS +24	MA/MS	MA/MS +8	MA/MS +16
1	\$35,850	\$37,284	\$38,718	\$40,152	\$41,586	\$43,020	\$44,454
2	\$37,284	\$38,718	\$40,152	\$41,586	\$43,020	\$44,454	\$45,888
3	\$38,718	\$40,152	\$41,586	\$43,020	\$44,454	\$45,888	\$47,322
4	\$40,152	\$41,586	\$43,020	\$44,454	\$45,888	\$47,322	\$48,756
5	\$41,586	\$43,020	\$44,454	\$45,888	\$47,322	\$48,756	\$50,190
6	\$43,020	\$44,454	\$45,888	\$47,322	\$48,756	\$50,190	\$51,624
7	\$44,454	\$45,888	\$47,322	\$48,756	\$50,190	\$51,624	\$53,058
8		\$47,322	\$48,756	\$50,190	\$51,624	\$53,058	\$54,492
9		\$48,756	\$50,190	\$51,624	\$53,058	\$54,492	\$55,926
10		\$50,190	\$51,624	\$53,058	\$54,492	\$55,926	\$57,360
11		\$51,624	\$53,058	\$54,492	\$55,926	\$57,360	\$58,794
12			\$54,492	\$55,926	\$57,360	\$58,794	\$60,228
13			\$55,926	\$57,360	\$58,794	\$60,228	\$61,662
14				\$58,794	\$60,228	\$61,662	\$63,096
15				\$60,228	\$61,662	\$63,096	\$64,530
16				\$61,662	\$63,096	\$64,530	\$65,964
17					\$64,530	\$65,964	\$67,398
18					\$65,964	\$67,398	\$68,832
19					\$67,398	\$68,832	\$70,266
20						\$70,266	\$71,700

A career increment equal to 3% of the previous years' salary shall be given every other year beginning the 1st year after the max salary is reached in each of the following lanes: BA/BS+24, MA/MS, MA/MS+8 and MA/MS+16.

ARTICLE VI. WORKING CONDITIONS

A. WORK LOAD

Classroom teachers shall not be required to remain with their classes while instruction in music, physical education, or library science is being conducted by a specialist hired for that purpose. Physical education, music and library science will be provided by special instructors at least at minimum standards. Instructors are not responsible for children while they are under the supervision of a lunch or playground supervisor.

All teachers shall be assigned a daily time or times for the exclusive use of the teacher for preparation.

B. LUNCHROOM DUTY

Time is to be pro-rated for part-time teachers. Principal to schedule lunchroom duty. Any conflicts to be worked out by teachers and principal. Teachers will be responsible for 5 minutes of lunchtime duty.

08/16/17 Teachers will not be charged for lunch. **08/16/17**

C. HOURS AND CONTRACT YEAR

Each employee shall be guaranteed a minimum thirty minute duty-free uninterrupted lunch period daily occurring between 11:00 A.M. and 1:00 P.M. The lunch hour will be extended by five (5) minutes starting the beginning of the 2017-2018 school year.

The school day for any teacher shall be 1/2 hour before the morning bell and 1/2 hour after the dismissal bell. Teachers are encouraged, however, to remain for a period of time sufficient to attend any matters which would properly require their attention at the end of the school day.

The Administration or Board has the right to call staff meetings which will commence within the contracted school day and attendance shall be required by all staff members. Notification if possible three (3) working days in advance. 07/06/11

D. TEACHER'S AIDE

An aide should not be used for a substitute teacher unless in an emergency for short periods of time. An aide will be hired for playground duty. Teacher will not be required to perform playground duty at lunch recess. However, they may voluntarily provide morning and afternoon recess for their classroom students at their discretion. Should morning and afternoon recess become mandatory either by the administration, the school board or the state, an aide will be hired for playground duty.

E. MAINTENANCE OF STANDARDS

All conditions of employment shall be maintained at not less than the highest minimum standards *as defined by the existing contract* in effect at the time this agreement is signed unless altered by State statute. Changes must be made by mutual consent of Board, Administration, and Association. *05-25-00

F. SCHOOL CALENDAR

The school calendar for each year shall be mutually discussed by the Administration and the Association and final adoption shall be made by the School Board.

G. STUDENT TEACHER SUPERVISION

Teachers responsible for the supervision of student teachers will receive 100% of the remuneration provided by the higher education institution.

No teacher shall be assigned a student teacher for his/her supervision without said teacher's consent.

H. VACANCIES

Vacancies will be open to current staff members two (2) weeks before they are open to the general public. Current staff may be transferred into open positions at their request, provided they have appropriate certification for said position and have sent a letter of request to the Board for approval. Board will notify the applicant of their decision.

I. RELEASE FROM CONTRACT

Once a teacher signs their contract, it is assumed that they will not be asking the Administration and the Board to be released from said contract in order for them to pursue other teaching engagements. In order to protect the school district from having the expense of looking for a new teacher and/or finding substitute teachers at inopportune times, the following release fees may be assessed, if the Board, in its sole discretion, grants the requested release: 07/06/11

July 16 - July 31	\$300.00
Aug. 1 - Aug. 15	\$500.00
Aug. 16 - End of term	\$1,000.00

The release of teachers will be conditional upon receiving the Release Fee prior to the actual release date. Exceptions to the above may be granted for extenuating circumstances after review and approval of the Mapleton School Board. 05-25-00

J. LANE MOVEMENT

A Teacher can only move one (1) Lane per agreement year, unless moving from a Bachelor’s degree to a Master’s degree. In order to move a lane during the school year, the teacher must notify the School Board and School Administration in writing on or before September 30 that they are taking or plan to take classes and anticipate receiving credits or a degree which would move them an educational lane during that school year. Also, in order to move a lane during the school year, the teacher has to have received and provided written documentation supporting the credits or degree on or before January 1. 06/12/03
08/16/17

K. STEP CHANGE

A step twenty (20) will be added to Lane BA/BS+75—MA/MS+15 in 2003. 06/12/03

L. SUBSTITUTE TEACHING BY REGULAR STAFF:

Teachers shall be paid the hourly rate of substitute teacher pay per period of substitute teaching. Upon teachers providing a record of all time used as a substitute under this section, the subbing time will be paid within the next pay period. For a full day substitute, all substitute teacher options must be exhausted before a regular staff member is pulled from their contracted duties to substitute in another area. 08/16/17

ARTICLE VII. DURATION CLAUSE

The terms and conditions of this agreement shall remain in effect for the 2011-2012 and 2012-2013 school years or until such time as negotiations are completed. 8/11/11

Either party may commence negotiations over the terms of a successor agreement by timely written notification in accordance with North Dakota century code. 8/11/11

In witness whereof, the Association has caused this agreement to be signed by its President and Secretary and the Board has caused this agreement to be signed by its President, attested by its Business Manager.

School District

_____ Date _____
School Board President

_____ Date _____
Business Manager

Education Association

_____ Date _____
Association President

_____ Date _____
Association Secretary/Treasurer