

## **UNITED #7 2018-2019 MASTER CONTRACT**

### **Article 1. Definition of a Teacher & Highly Qualified**

Teachers are defined as full-time or part-time teachers for the purposes of this contract. The part-time teacher's benefits will be prorated according to their percentage of a full-time contract. Federal law dictates that all educators teaching in "core academic subjects" need to be "highly qualified. The core academic subjects are English, Reading or Language Arts, Mathematics, Science, Foreign Languages, Civics and Government, Economics, Arts, History, and Geography. This provision applies to all teachers in core academic subjects in any state that receives Title I funds. "Highly Qualified" means:

1. State Certification/licensing (emergency, temporary, or provisional certification is not acceptable), and
2. Bachelor's Degree, and
3. Demonstration of Competency-Major Equivalency Status

### **Article 2. Credit for Teaching Experience**

Teacher with prior teaching experience shall be given up to nine years credit for such prior experience and shall be placed on the appropriate step of the salary schedule commensurate with said prior experience.

### **Article 3. Educational Requirements**

If, after contracts are signed, a teacher becomes qualified for a higher step on the salary schedule due to attendance of classes during the summer, the teacher's contract will be changed to the amount corresponding to the higher step, subject to the following terms and conditions:

1. All credits that can be applied to the salary schedule must have been earned after the BA/BS degree in teaching has been completed.
2. Credits earned after school starts will not be applied until the following academic year.
3. Qualifying courses must be graduate courses in the major or minor area of responsibility or the field of education.
4. If courses are graduate courses but do not otherwise meet the requirements of item (a) but are in a teacher related area, they must have the prior approval of the Superintendent.
5. For undergraduate credits to ever count toward the educational requirement, they must have the prior approval of the School Board.
6. In fulfilling the requirement of the Department of Public Instruction for accreditation and certification purposes, teachers may use any hours acceptable to the DPI whether these courses qualify for the District's educational requirements.
7. Teachers previously frozen on Lane 1, BS, can move no more than half their experience or two steps, whichever is less.

#### **Article 4. Sick Leave**

Each teacher shall be entitled to ten days absence for personal illness, illness of a child, wife, husband or death in the immediate family. (Immediate family shall be interpreted as husband, wife, child, father, mother, sister or brother, in-laws, grandparents of staff member or spouse, or any other member of the family unit living in the same household, no matter what degree of relationship.) Illness which is of near death nature in the case of members of the immediate family, shall be counted as sick leave, and in the case of death, sick leave can be granted for funeral leave. If a teacher does not complete the school year, and has used more than the proportionate number of sick leave days at the time of leaving the school's employ, one day's salary shall be deducted from the remaining pay for each sick leave day used over the number to which the employee is entitled. For example: If a teacher leaves at the end of the first semester and has used ten days sick leave, five full days shall be deducted from the final check.

- (a) Ten (10) days of accumulative sick leave during the school year to be used for absences caused by illness or disability of the teacher.
- (b) The unused portion of such allowance shall accumulate to a maximum of ninety (90) days.
- (c) A licensed medical provider's note may be requested by the Superintendent of any sick leave exceeding three (3) days.
- (d) The district shall sever the teacher's pay after the accumulative sick leave has been used.
- (e) A request to the sick leave bank may be made for additional sick leave time. (see article 5)
- (f) The Superintendent will furnish a written statement to each teacher setting forth the teacher's total unused sick leave credit at the beginning of each school year.

The Board shall buy back all unused sick leave at \$15.00 per day after 5 years in the United #7 School District and \$20.00 per day after 10 years in the United #7 School district. The maximum days of accumulative sick leave allowed is defined in Article 4. Section b. This buy back of unused sick leave will occur when said staff member leaves employment at United #7 School District. The staff member will have to accumulate at least \$50.00 in days to receive the buy back.

#### **Article 4A. Maternity Leave**

Maternity leave is governed by the sick leave policy. Thirty (30) school days paid leave of absence will be allowed from the date of birth of the child, unless the child is born during the months of April, May, June and July. Maternity leave will be deducted from any accumulated sick leave and personal leave. If there is not enough accumulated leave, it will automatically be deducted from the sick leave bank to total thirty days. Childbirth is to be treated as any other medical condition. Specifically, sick leave is available to be used for pre-delivery and medical service through the time that the mother is medically unable to return to work. A request to the sick leave bank may be made for additional leave time.

#### **Article 4B. Family Leave.**

Federal law requires that parent (either mother or father) are allowed up to twelve weeks of unpaid leave. After all other applicable paid leaves have been exhausted by the employee, each employee shall have the balance of twelve calendar weeks less the paid leave taken for Family Leave. This leave may be used for the following conditions:

1. The birth and first-year care of a son or daughter
2. The adoption or foster placement of child
3. The serious health condition of an employee's spouse, parent, or child; and
4. The employee's own serious health condition.

A request to the sick leave bank may be made for the additional leave time.

**Article 5 Sick Leave Bank.**

The United #7 School District Sick Leave Bank is a voluntary program.

The Sick Leave Bank is designed to provide additional sick day coverage to all school employees/professionals who incur extended illness or hardship. Any person who has used all sick days, personal leave days and all other forms of paid days may request use of the Sick Leave Bank.

The request that will be made to the Superintendent as part of the sick leave bank request shall include:

1. Primary health care provider's statement of medical need (If appropriate)
2. A hardship statement
3. A specific number of days requested (see sick leave request form)

The sick leave request form will be given to administration.

The superintendent will be the one that will make the determination as to whether the sick leave bank request will be granted or denied. The superintendent will also determine the number of days that will be granted.

Information relating to donated days will be considered "confidential," and will not be released to the teacher making the request. The record of days in the bank, and each of the staff member's accumulated sick leave days, will be kept on active file by the superintendent.

The Sick Leave Bank's first 90 days were donated by the employees of United Public School District #7. The replenishing of the bank days after the initial donation will be done as follows:

- a. At the beginning of each school year, the staff that has reached their maximum days of sick leave (90 days -- professional, 90 days -- ancillary staff) will have those days added the Sick Leave Bank.
- b. The maximum number of days in the Sick Leave Bank will be 90.
- c. If additional days are needed in the Bank for the continuation of one teacher or to meet the needs of additional teachers, other requests to employees will be made.

**Limitations:**

Upon written request by staff and written approval by the Superintendent, there will be no more than twenty (20) days of sick leave granted per application. An employee may apply four times per contract period and be granted no more than 80 days of sick leave from the Sick Leave Bank. No withdrawals from the Sick Leave Bank shall extend beyond the current contract year. The Sick Leave Bank benefits will discontinue once an employee's disability benefits begin. The intent of the Sick Leave Bank is to provide for the gap between sick leave and district provided disability benefits when dealing with a long-term illness/hardship.



**Article 6. Personal Leave.**

Each teacher in the United Public School shall have personal leave days.

- a. Each teacher entering United 7 shall be awarded three (3) days of personal leave per year.
- b. After eight (8) years of employment in United #7, two days of personal leave may be carried over to the next. The maximum accumulation of personal days after eight years is five (5) days.
- c. After three (3) years of employment in United #7, one day of personal leave may be carried over to the next. The maximum accumulation of personal days between four of employment in United #7 through eight years of experience is four (4) days.
- d. Unused personal leave days will be bought back at the end of the fiscal year at the rate of \$140.00 per unused full day and \$70 per unused half day.
- e. Personal days will be granted on a first request basis.
- f. Request for personal leave shall be given to the building principal 24 hours in advance.
- g. Personal leave must be taken in increments of at least one-half days.
- h. Teachers who take more than their allotted personal leave is up to the discretion of administration. If granted, the teacher is to take leave without pay for each day over amount accumulated. The teacher must also reimburse the school district the cost of the substitute teacher for each day over the amount they have accumulated (\$140 = Full day Absence, \$70= Half day Absence).

**Article 7. Noon Hour Duty.**

Noon hour supervision will be set up to allow for uninterrupted free time during the noon hour and het maintain proper supervision of the students.

**Article 8. Medical Insurance.**

The District shall pay the cost of a single membership or 50% of a family membership for Health and Hospitalization Insurance for each teacher desiring to participate in the plan and are members of the school group. The policy must be acceptable to both the Board and the Faculty. The carrier of said insurance program will be accepted through a bidding process under the provisions of the North Dakota Century Code 15-47-15.

**Article 9. Life Insurance Plan.**

The School Board will provide life insurance for each of the teachers who desire to participate in the plan and are members of the school group. Additional life insurance coverage may be purchased at teacher's expense.

**Article 10. Pay Protection Plan.**

The School Board will provide disability insurance for each of the teachers who desire to participate in the plan and are members of the school group. This policy would provide coverage after the ninety (90) day accumulated sick leave is used up.

**Article 11. Pay Periods.**

There shall be two pay periods each month. Checks will be issued on the 15th of each month and the last day of each month. If scheduled dates of pay fall on a Saturday or a Sunday, checks will be issued on the school day prior to the weekend. Teachers have three options:

- (a) Nine month pay
- (b) Twelve month pay with final payments in June
- (c) Twelve month pay receiving checks during summer months

**Article 12. Payroll Deductions.**

Upon written request of the individual teacher, medical insurance premiums, NDU dues, DLBEA dues and tax-sheltered annuities will be deducted from their salary. Insurance checks will be taken out of twenty-four checks if teachers elect to choose their checks to be spread out over the twelve-month option.

**Article 13. Workman's Compensation.**

Upon those occasions when a teacher receives a direct salary compensation check from the N.D. Workman's Compensation Bureau, as provided by the State for and injury sustained during his normal work day, the amount of that compensation check shall be deducted from the regular salary check to which the employee is entitled.

**Article 14. Liquidation Damages.**

It is further stipulated that if a teacher desires to cancel his/her contract prior to May first, a fee of twenty-five dollars shall accompany such request. May first to June first, fifty dollars, June first to July first, two hundred dollars, and thereafter, three hundred dollars. Any request for a teacher to be released from their contract beginning August 1st will have a fee of two thousand dollars (\$2000), and this fee must be paid to the school board before a release will be granted. A military spouse would not have to pay the penalty if orders to transfer were issued to the spouse.

**Article 15. Personal/Child Medical Leave**

A one-year absence without pay may be granted for personal medical leave or for a medical condition for his/her minor child under the age of 21. The criteria for this leave request involve the following steps:

- (a) Eligible teachers must apply to the Superintendent of Schools and such leaves shall be subject to approval of the School Board.
- (b) Teachers on leave will be assured a position in the school system at the end of the leave, but reassignment to the same school and teaching area or grade is not guaranteed.
- (c) A teacher who returns from leave within the provisions of this section shall retain all previous experience credit for pay purposes under the provisions of this agreement as of the commencement of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time and fringe benefits shall cease during the period of absence.
- (d) Notice of intent to return must be received prior to April 1 in the year of intent to return.

**Article 16. Teachers Fund for Retirement.**

The school district will pay both sides of TFFR. By law the teacher share is 7.75% for a teacher, and the board share is 8.75%; however, through legislative action the TRRF rate will increase 2% on both the teacher side (9.75% and board side (10.75%) beginning July 1, 2012. Beginning July 1, 2014, TFFR will add another 2% increase to the board's share as well as 2% to the teacher's share of TFFR. Beginning July 1, 2014, the total contribution to TFFR is 24.5% and the board will pay both sides of TFFR.

**Article 17. Notice of Vacancy.**

If a position is left vacant by resignation or other means, qualified staff members will be notified of said vacancy.

**Article 18. Prep Period Pay.**

When a teacher gives up a prep period to cover another staff member whose absence is due to 1) unexpected illness 2) school related event or 3) lack of a sub teacher that teacher will be paid the following:

- (a) \$15.00 per time for 40 minutes or more;
- (b) \$12.50 per time for less than 40 minutes

Administrative approval may be granted for other convenience requests, but no pay will be granted.

**Article 19. Professional Growth.**

The Master Contract will read that within a five -year time frame, a teacher may request from the school district \$300.00 for course or courses taken. When the individual's amount is gone, he or she must wait until the next five years to ask for further funding. Payment for the earned credits will be made at the end of the fiscal year. The teacher is required to submit to the superintendent documentation of earned graduate level credit(s) using a course receipt or course fee slip stating that amount. (This coincides with ESPB's change where six hours of credit will be required to renew a teaching certificate.)

**Article 20. Teacher's Salary Schedules**

The United #7 2017-2018 base salary will be \$40,600.00. See attached salary schedules.

**A. Longevity**

- o Teachers that work in the school district for 5 years of service shall receive a one-time pay stipend of \$100 upon the completion of said year.
- o Teachers that work in the school district for 10 years of service shall receive a one-time pay stipend of \$500 upon the completion of said year.
- o Teachers that work in the school district for 15 years of service shall receive a one-time pay stipend of \$1,000 upon the completion of said year.
  - The stipend beyond the 15 years shall be every 5 years and shall be maxed out at \$1,000.
- o Years of service must be within the United #7 School District as a teacher to be considered for longevity stipend.

**Article 21. Professional Leave**

Two (2) days of professional leave will be granted to each teacher for workshops, clinics, or visitation team members. The Superintendent has the authority to extend the number of days. This leave will be with the understanding that each teacher is to bring back the information that was taught at the workshop or clinic and share with similar teachers or coaches. All professional leave will be subject to approval of the building principal and superintendent upon showing the quality and learning potential for the teachers and coaches.

**Article 22. Board or Administrator Meeting**

Whenever a teacher is required to appear before an administrator or the Board of Education, the teacher will be given a reason for such meeting and the teacher may be accompanied by representation.

**Article 23: Grievance Procedure**

The United #7 Public School Board, the United #7 Public School Administrators, and United #7 Public School Education Organization do hereby agree that an effectively functioning grievance procedure contributes directly to improved professional relationships and thus quality of professional service to the children of the United #7 Public School District. A plan to resolve dissatisfactions is part of the effective operations of the United #7 Public School District.

This is the standard procedure to be followed by any teacher of the United #7 Public School District in pursuing the resolution of a grievance.

**Objectives:**

The objectives of the grievance procedure for the United #7 Public School District shall be:

- A. To insure an opportunity for professional staff members and administrators to have unobstructed communication with one another and the school board with respect to alleged grievances without fear of reprisal.
- B. To reduce the potential area of conflict between professional staff members, administration, and school board.
- C. To encourage and assure the freedom of effective communication through recognized channels between professional staff members, administrators, and school board.
- D. To encourage the resolution of complaints near the point of origin as possible.
- E. To contribute to the development of improved morale and effectiveness of the United #7 Public School District professional staff through an increased understanding of the United #7 Public School District policies which affect them.

**Definitions:**

A grievance is a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation or inequitable application of established policies and practices or the terms of this agreement. Those school board members who are currently serving as collaborators shall make up the Board Grievance Committee. The Staff Grievance Committee shall be comprised of those teachers who are currently serving as collaborator.



Procedures:

Step 1. (Informal) A teacher with a grievance shall generally discuss the complaint with the Staff Grievance Committee representatives. At this time the teacher will provide the committee with a written copy of the complaint.

Step 2. (Informal) The Staff Grievance Committee, through discussion and majority vote, will decide if further action should be taken on the grievance expressed.

Step 3. (Formal) A teacher with a grievance shall generally first discuss the complaint with his/her immediate superior and shall provide that superior with a copy of the original complaint. The discussion may take by:

- A. Expressing the complaint directly to his/her immediate superior, or,
- B. Requesting the Staff Grievance Committee representative to express his/her complaint to that immediate superior for him/her, or,
- C. Appearing together with the Staff Grievance Committee representative before his/her immediate superior for the purpose of expressing said complaint.

If the complaint refers to the application or interpretation of personal policies, rules, regulations or an administrative decision, the appropriate superior shall give the Staff Grievance Committee representative an opportunity to state the views of that committee. Within five days the Principal, or Superintendent, or School Board Grievance Committee shall communicate their views to the aggrieved, his/her representative (if any), and to any participating Staff Grievance Committee representative.

Before resolving the complaint, the appropriate superior may consult the next higher level of administration for an opinion, also the Staff Grievance Committee representative may consult with the United #7 Public School Education Organization for an opinion.

If the aggrieved is not satisfied, he/she/ then may take or request that the complaint be taken to an appropriate higher level of administration.

Duration Clause:

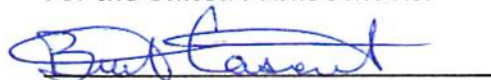
This agreement shall remain in force until the July annual meeting of the Des Lacs-Burlington School Board. This agreement shall automatically be renewed and remain in force until a new contract is ratified.

Dated this 9<sup>th</sup> day of May 2018

For the DLB Teachers:



For the United Public Schools:



### CO-CURRICULAR SCHEDULE: 2018-2019

Co-curricular activities will be listed separate from extra-curricular activities in the master contract to eliminate the necessity of automatically increasing them whenever extra-curricular activities are increased. However, should any one of the co-curricular activities dictate an increase or decrease in pay due to the amount or lack of amount of activity or input or lack of input in that organization by the teacher, then either the teacher or the school board may seek to increase or decrease the amount of money paid. Teachers should approach the administration to seek their support for any increase. The rates currently in force for co-curricular activities are:

YEARBOOK	\$850.00	MATH MEET/MATH COUNTS	\$150.00
SPEECH CONTESTS	\$700.00	ONE ACT PLAY	\$800.00
SENIOR CLASS ADVISOR	\$200.00	THREE ACT PLAY	\$800.00
JUNIOR CLASS ADVISOR	\$770.00	SCIENCE OLYMPIAD	\$350.00
CLASS ADVISOR(7-10 <sup>TH</sup> )	\$100.00	MUSIC EVENTS & ART SHOWS	\$50.00 per event
DECA /FBLA	\$700.00	FFA	\$3000.00
SCH IMPROVEMENT CHAIR	\$750.00	SCH IMPROVEMENT MEMB	\$600.00
LIBRARY BOOK FAIR	\$350.00	NATIONAL HONOR SOCIETY	\$100.00
<b>EXTRA-CURRICULAR SCHEDULE</b>		NATIONAL HONOR SOCIETY ADVISOR	\$600.00

FOOTBALL	9	Week season	Head	11% base	\$4466.00 +	\$5	Year of experience
	9	Week season	Assistant	7% base	\$2842.00 +	\$4	Year of experience
	9	Week season	Jr. High	5% base	\$2030.00 +	\$4	Year of experience
GIRLS BASKETBALL	14	Week season	Head	11% base	\$4466.00 +	\$5	Year of experience
	14	Week season	Assistant	8% base	\$3248.00 +	\$4	Year of experience
	9	Week season	JH	5% base	\$2030.00 +	\$4	Year of experience
	9	Week season	Elem	5% base	\$2030.00 +	\$4	Year of experience
BOYS BASKETBALL	14	Week season	Head	11% base	\$4466.00 +	\$5	Year of experience
	14	Week season	Assistant	8% base	\$3248.00 +	\$4	Year of experience
	9	Week season	JH	5% base	\$2030.00 +	\$4	Year of experience
	9	Week season	Elem	5% base	\$2030.00 +	\$4	Year of experience
TRACK	10	Week season	Head	11% base	\$4466.00 +	\$5	Year of experience
	10	Week season	Assistant/JH	7% base	\$2842.00 +	\$4	Year of experience
(Track season concludes	With	State Meet)					
VOLLEYBALL	11	Week season	Head	11% base	\$4466.00 +	\$5	Year of experience
	11	Week season	Assistant	7% base	\$2842.00 +	\$4	Year of experience
	9	Week season	JH	5% base	\$2030.00 +	\$4	Year of experience
BASEBALL	10	Week season	Head	11% base	\$4466.00 +	\$5	Year of experience
	10	Week season	Assistant	7% base	\$2842.00 +	\$4	Year of experience
WRESTLING	14	Week season	Head	11% base	\$4466.00 +	\$5	Year of experience
	14	Week season	Assistant	7% base	\$2842.00 +	\$4	Year of experience
GOLF	10	Week season	Head	11% base	\$4466.00 +	\$5	Year of experience
	10	Week season	Assistant	7% base	\$2842.00 +	\$4	Year of experience
***CHEERLEADING		Per season	Head	5% base	\$2030.00 +	\$5	Year of experience

\*\*\* To be placed on the extra-curricular schedule the cheerleading coach must have proper certification. With no certification, said cheerleading coach will be placed on the co-curricular schedule.

1. Post-season play would be based on the per week amount paid for each week of play and would be paid in one lump sum in the next payroll check following completion of all tournaments or playoffs. FBLA National Competition pays \$350.00.
2. Coaches coming into the system may bring in experience as granted by Superintendent / Board.
3. Head coaches will receive \$450.00 per week for pre-season practice up to two weeks.
4. Assistant coaches will receive \$350.00 per week for pre-season practice up to two weeks.
5. United #7 will use NDHSAA sports schedules to establish the weeks per season, the above weeks will vary due to the starting and finishing of sports seasons.
6. A coach that drives will be paid: .50 mile if they drive a 15 + passenger bus and .20 a mile if they drive a 14 passenger mini bus. \$300 coach on staff incentive to drive bus (per sport).

**UNITED PUBLIC SCHOOL DISTRICT #7 SALARY SCHEDULE**

**2018-2019**

**TEACHER NAME:**

**ASSIGNMENT:**

**SICK LEAVE TOTAL:** 10

**SALARY:**

**PERSONAL DAY TOTAL:** 3

**ACTIVITIES:**

**BC-BS PERS:**

**TEACHER LICENSE NO:**

**EXPIRATION DATE:**

**SALARY SCH. SEM HRS:**

**TOTAL SALARY: 0.00**

STEP INCREMENTS		LANE INCREMENTS		HEALTH INSURANCE	
BS	500			1/2 FAMILY	8400
BS + 16	500	BS + 16	200	1/2 SINGLE + DEP	5687
BS + 24	500	BS + 24	200	FULL SINGLE	6462
BS + 32	600	BS + 32	200		
MS	700	MS	500		
MS + 16	700	MS + 16	500		

	BS	BS + 16	BS + 24	BS + 32	MS	MS + 16
0	40600	40800	41000	41200	41700	42200
1	41100	41300	41500	41800	42400	42900
2	41600	41800	42000	42400	43100	43600
3	42100	42300	42500	43000	43800	44300
4	42600	42800	43000	43600	44500	45000
5	43100	43300	43500	44200	45200	45700
6	43600	43800	44000	44800	45900	46400
7	44100	44300	44500	45400	46600	47100
8	44600	44800	45000	46000	47300	47800
9	45100	45300	45500	46600	48000	48500
10	45600	45800	46000	47200	48700	49200
11	46100	46300	46500	47800	49400	49900
12	46600	46800	47000	48400	50100	50600
13		47300	47500	49000	50800	51300
14		47800	48000	49600	51500	52000
15		48300	48500	50200	52200	52700
16		48800	49000	50800	52900	53400
17			49500	51400	53600	54100
18			50000	52000	54300	54800
19			50500	52600	55000	55500
20				53200	55700	56200
21	BS + 32 and MS Lanes			53800	56400	56900
22	these two lanes indicated			54400	57100	57600
23	are not capped or frozen			55000	57800	58300
24	at any points. (35 years plus is possible)			55600	58500	59000
25				56200	59200	59700
26	BS + 32 and MS Lanes			56800	59900	60400
27	all teachers must meet the present DPI			57400	60600	61100
28	standard of 6 additional semester hours			58000	61300	61800
29	every 5 years to advance on the salary			58600	62000	62500
30	schedule at this level. Calculation of the			59200	62700	63200
31	6 semester hours will begin with the			59800	63400	63900
32	2011-2012 school year and back from			60400	64100	64600
33	that point 5 years.			61000	64800	65300
34				61600	65500	66000
35				62200	66200	66700