

19 - 21 Master Contract

Between

The Drayton Education Association & the Drayton Board of Education.

Drayton Public School District # 19

Drayton, ND 58225-4413

For the School Years
2019 - 2020 and
2020 - 2021

Legal References:

Anniversary Date of This Agreement: June 30, 2021

Duration of Contract: 2 years

Signature Date for this Contract: April 16, 2019

ND Century Code 15.1-16

The Drayton Board of Education and the Drayton Education Association agree to abide by this agreement in accordance with North Dakota Century Code 15.1-16. The purpose of this agreement is to promote the improvement of personnel management and relations between the Drayton Board of Education and the teachers of the Drayton Public School system.

The official negotiating unit will be determined prior to the start of negotiations.

Drayton Board of Education
By Its Representatives,



Michael Emanuelson



Michael Larson

Drayton Education Association

By Its Representatives,



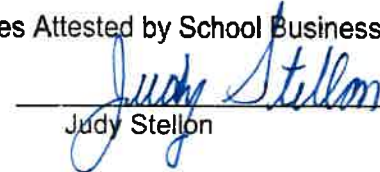
Matt Rarick



Rebekah Schumacher

04/16/2019

Signatures Attested by School Business Manager:



Judy Stellan

Official Copies must
bear impression of
School Seal Here:

(Official copies must bear original signatures)

**15.1-16 Master Contract
NEGOTIATIONS AGREEMENT FOR SCHOOL YEARS
2019 – 20 and 2020 - 21**

1) SALARY SCHEDULE. [4/15/19]

Educational Increments of \$725 as illustrated.

Experience Increments are \$500.

The starting salary for new employees to the District in 2019 – 2020 is shown below:

| Step | BA / BS | BA/BS+8 | BA/BS+16 | BA/BS+24 | MA/MS | MA/MS+8 | MA/MS+16 | MA/MS+24 |
|------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 0 | \$42,200.00 | \$42,925.00 | \$43,650.00 | \$44,375.00 | \$45,100.00 | \$45,825.00 | \$46,550.00 | \$47,275.00 |

The starting salary for new employees to the District for 2020 - 2021 is shown below:

| Step | BA / BS | BA/BS+8 | BA/BS+16 | BA/BS+24 | MA/MS | MA/MS+8 | MA/MS+16 | MA/MS+24 |
|------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 0 | \$43,200.00 | \$43,925.00 | \$44,650.00 | \$45,375.00 | \$46,100.00 | \$46,825.00 | \$47,550.00 | \$48,275.00 |

- A. The table at the end of this document stipulates the starting point for Drayton Public School employees certificated under Chapter 15.1-13, NDCC, and employed primarily as classroom teachers. All teachers listed on this document will receive any and all base increases, education increases, and experience increases as negotiated on the current salary schedule.
 - B. Experience increases as negotiated on the current salary schedule.
 - C. Teachers new to this system shall be allowed to bring in all of their previous teaching experience.
 - D. Part time employees will be allowed to advance on the salary schedule year by year the same as full time employees with the actual payment determined by the percentage of time employed. If the employee should become "full time" at some point, placement on the salary schedule will be determined by the total of actual time employed by the school district plus prior years of experience.
 - E. Determination of which courses qualify for horizontal placement on the salary schedule shall be made by the superintendent with the guidance of the school board.
 - F. The teacher is responsible for notifying the district of any educational changes prior to the start of the school term. *The Drayton School District will not make changes unless requested by the teacher.*
 - G. Teachers' salaries will be paid on a twelve month basis – first annual check coming in August and the last in July of the following year. Pay day will be the 1st and 15th.
 - H. Certified Staff will be paid twice per month starting in August.
 - I. Teachers may be contracted for two (2) additional professional development days at a rate of \$ 250 per day. These days would be within one (1) week of the start of the contract or within one (1) week of the last day of school. Payment for additional day(s) will be paid by separate check.
- [7/8/2013]

2) EXTRA-CURRICULAR AND EXTRA-DUTY SALARY SCHEDULES.

- A. The schedule in Section H will be used to determine payment for the various coaching, directing, and advising positions for Drayton only activities. Coop sponsored activities will be paid off the D-V-E extra-duty schedule (Volleyball, Boys & Girls Track, and Boys & Girls Basketball). Placement of incoming employees or returning employees on this schedule will be by years of experience. Once placed, the employee will gain one experience increment per year. [4/12/2017]
- B. There is no implication that all positions listed will be offered, nor is there an implication that the school district is confined to this list of positions.
- C. The schedule in Section H sets the pattern for extra-curricular pay. There is no end to the scale: Column A increases by \$50.00 per year; B by 37.50; C by 30.00; D by 20.00; and, E by 10.00. Certified teachers paying TFFR on coaching salary shall have that amount added to their extra-curricular salary to cover cost of deduction.

- D. The wage for Driver Education shall be \$30.00/hr. beginning with the 2019 - 2020 contract year.
- E. The salary for ticket taking shall be \$20/event.
- F. Individuals serving as chairs of the School Improvement Process team shall receive \$500.00 per year. Maximum of three chairs per year. [4/20/2015]
- G. Individuals who work with the extended school day program will receive \$25 / per hour served.
- H. Those positions that involve a full year of activity (Activity Director, Prom Advisor, National Honor Society, Student Council, Yearbook, and Music) shall meet with the Business Manager to select how they will receive payment for duties –
 - i) single payment at the end of the year;
 - ii) two payments – one following the end of 1st semester and final at end of the year; or
 - iii) Three payments – one at the end of each sports season – fall, winter, and end of year.

I. Extra-Curricular and Extra-Duty Schedule:

| | A | B | C | D | E |
|----------|---------------------|--------------------|-------------------|-----------------|------------------------|
| | Activities Dir. | Computer Coord. | Yearbook | | Concert |
| | Head Baseball | Drama | Jr. Class Advisor | Cheer Adv. | |
| | Boy's & Girl's Golf | | Music | Elem. BBB | |
| | Head Football | Assistant Football | Speech | Elem. GBB | |
| | | | Full Play | Student Council | |
| | | | NHS | SADD | |
| Year | | | JH Football | | |
| Incr. | | | | | |
| 0 | \$2500 | \$1875 | \$1500 | \$1000 | \$250 / Concert |
| 1 | \$2550 | \$1912 | \$1530 | \$1020 | \$255 / Concert |
| 2 | \$2600 | \$1950 | \$1560 | \$1040 | \$260 / Concert |
| 3 | \$2650 | \$1988 | \$1590 | \$1060 | \$265 / Concert |
| 4 | \$2700 | \$2025 | \$1620 | \$1080 | \$270 / Concert |

Positions moved to Coop Pay Schedule, placement should these positions return to Drayton contract.

| | A | B | C | D | E |
|--|------------------|------------------|-----------------|----------|----------|
| | | | | | |
| | Head BBB | Asst. BBB | JrHi Volleyball | | |
| | Head GBB | Asst. GBB | JrHi BBB | | |
| | Head Boys Track | Asst. Volleyball | JrHi GBB | | |
| | Head Girls Track | | JrHi Track | | |
| | Head Volleyball | | | | |

[7/8/2013]

- 3) Reimbursement will be made for school business travel expenses based on current State rates for mileage and per diem. Reimbursement will be made for the use of a personal Vehicle when a school vehicle is not available. {4/12/2017}
- 4) Regular contracted teachers who perform substitute teaching duties will be paid proportionately at the same rate as is paid for substitute teachers.
- 5) Teachers will have noon lunch provided at no cost.
- 6) **BENEFITS:**
 - A. Drayton School District will provide \$6,000 toward the cost of a health insurance plan of the employees' choice. If the cost of the insurance premium is less than the \$6,000 District contribution the difference will be deposited in an Health Savings Account plan or a Flexible Spending Account

plan. Teachers not taking the health insurance option may elect to flex up to the nontaxable federal limit (\$ 2,550 / year for an FTE on a matching basis [\$ 1,275 District contribution and \$ 1,275 employee contribution). Any employee not taking health insurance AND opting not to provide any employee contribution to the flex allowance will be limited to the \$ 500 nontaxable district contribution amount. [4/20/2015]

- B. **Income Insurance Plan (Disability).** The school district will pay a maximum of \$19 / month / teacher for 12 months on a guaranteed annual income insurance plan (disability). The plan will carry at least a \$2,000 maximum monthly benefit; it will have a 60 day elimination period, and pay 66 2/3% of salary. As of July 1996, the Drayton School Board and the Drayton Education Association shall choose a reputable disability insurance carrier that will give equal or better coverage as stated in the FORTIS (Union Security Ins. Co.).
 - i) While an individual is eligible to collect disability payment, that individual will no longer be eligible to use available sick leave.
- C. **Teacher Retirement.** Each teacher's contribution to the Teachers' Fund for Retirement shall be tax deferred as provided by State Law. If the employee contribution rate to TFFR changes, the teacher's salary will be adjusted to reflect this change.
- D. **College Tuition.** Subject to the superintendent's pre - approval, tuition cost reimbursement shall be up to \$200 per semester hour up to 4 semester hours per year, may be reimbursed for courses taken in the teacher's field of study. Tuition for PRISM classes may be reimbursed up to \$100 per hour of credit. {4/12/2017}
- D. **Electrical Outlets.** Electrical outlets on the poles outside the school building may be used by teachers, free of charge, for head bolt heaters or tank heaters in their cars. The district asks that teachers do not use school electricity for interior space heaters.

7) LEAVES.

- A. **Personal leave.** Five (5) days will be granted to teachers for personal leave annually. No accumulation for unused personal days. Personal leave requires no explanation, but may not be taken two (2) days prior to nor two (2) days immediately following school vacation, nor two (2) weeks prior to the end of school without the administration's approval. A teacher may donate personal leave days to a designated employee to be used by that person if he / she has exhausted his / her personal and sick leave. [4/12/2017]
- B. **Emergency / Bereavement Leave.** A teacher may be granted an additional 4 days of leave for serious illness, accident, or death in the immediate family (spouse, children, parent, siblings, grandparents, aunt, uncle, or cousin – 3rd Degree of Kinship) of teacher or spouse.
- C. **Jury Leave.** Jury leave shall be granted without loss of pay.
- D. **Professional Leave.**
 - i) Teachers who have been selected or appointed to a state, regional, or national office of an educational organization shall be granted one day of non-accumulative leave per month to carry out their duties.
 - ii) Teachers who are coaching, advising, or assisting in extra-curricular activities will be granted 2 days leave to attend their state tournaments or meets as spectators. Tickets for these activities will be provided courtesy of the school district for the teacher and spouse. Coach shall be responsible for purchasing and requesting reimbursement for said tickets.
 - iii) Subject to administrative approval, employees shall be granted time and compensation for attending or participating in professional meetings or activities.
- E. **Sabbatical Leave.** Individuals with three (3) or more years of teaching may submit a request in writing to the School Board for sabbatical leave.
 - i) A written request for Sabbatical Leave will be required by the School Board for consideration at its regular meeting in the month of May; the board reserves the right to grant or refuse any or all such requests.
 - ii) The sabbatical leave may be granted by the School Board dependent upon the District being able to find a qualified replacement by June 30th of the year of the request.

- iii) Upon returning to employment with the District, the teacher will be placed at the same level (years of experience and hours of education) on the salary schedule. Any salary change(s) occurring during the leave will be included in the teacher's salary amount upon return.
- iv) Appropriate salary and placement will be determined upon the teacher's return to employment.
- v) Any teacher applying for and receiving sabbatical will notify the District in writing by February 1st of the year following approval of the leave relative to their intent regarding their return to employment or of their desire to extend their leave.
 - a) Two one-year extensions may be requested and will be subject to Board approval.

Sick Leave. Each certified employee will be granted 10 days of sick leave per year cumulative to 80 days. Of these 10 days, all can be used as dependent care days. Employees in their first three (3) years of employment will have access to a special board supported sick leave bank, designated to each employee that falls into this category. This special leave bank will have an additional 15-day of sick leave that can be accessed only for long term serious illnesses or maternity leave. The ability to access this special bank is limited to the first three (3) years of employment. This special sick leave bank will not be used to add to an employee's cumulative leave and will not be available after the completion of three years of employment with the Drayton Public School District. (4/12/2017)

- F. Maternity/Paternity/Adoption Leave: A mother-to-be will give notice to the administration regarding tentative dates for the beginning of leave and for the return from the leave a month in advance, if possible. Fathers will be granted 10 days of leave for paternity and will give notice to the administration regarding the tentative dates for the beginning of the leave and for the return from the leave. Both Maternity and Paternity Leaves will be charged to accumulated sick leave.
- G. Adoption Leave: Parents who adopt children will also give notice for bonding and child care leave to the administration regarding dates for the beginning of leave and for the return from leave the same as are allowed for mothers and fathers. All such leaves will be charged to accumulated sick leave.
- H. Less than full time employees will receive leave and benefits in proportion to their time spent on duty, with leave amount fractions rounded to the nearest half day.
- I. Teachers new to the district will be given the opportunity to contribute one sick day to the DEA Sick Leave Bank at the beginning of their employment. For the purposes of initial establishment, all returning staff for the 2017-2018 school year will also be given the opportunity to contribute one day. In succeeding years, if the balance of days falls below 10 days, staff will be given another opportunity to contribute one day from accumulated sick leave at the beginning of a school year. Donated days will accumulate and carry over from year to year until they are granted. In order to apply for Sick Leave Bank days, a teacher must have contributed when days are solicited.
- J. Sick Leave Bank days can be used for extended illness or injuries that require more recovery time that would be allowed with existing sick leave accumulations. Sick Leave Bank Days would not be granted for maternity or paternity leave unless a Physician's Statement indicates medical needs due to complications or extenuating medical conditions. HIPAA regulations will be followed with regard to medical information submitted by applicants.
- K. A committee of 3 DEA members and the Superintendent will administer the Sick Leave Bank. Teachers wishing to apply must have used all available sick leave. Applications must be made in writing to the Superintendent at least two weeks before leave will be needed or at least one week before the accumulation drops to 0 days. A Physician's Statement of Need will be required. The committee will meet to determine the merit of the application and will vote to grant or not grant the leave. (4/12/2017)

L. **Perfect Attendance Incentive:** The Drayton Public School District will offer a \$1000 Bonus to any Certified Teacher who does not use any personal, sick, dependent care, emergency or bereavement leave during the contracted period of employment. (182 for full time teachers). Bonus will be available to part time certified teachers based on a percentage equal to their Full Time Equivalency percentage

8) **TEACHER ASSIGNMENTS.** Changes in a teacher's assignments shall be made known to the teacher with teacher approval recommended.

9) **COMPLAINTS.** Any complaints brought to the attention of the administration or made to the administration will be forwarded to the teacher concerned.

10) The school district will provide each teacher with a copy of the school policy that pertains to teachers and students. Teachers will be responsible to become familiar with the items in each of the policy handbooks.

11) The board agrees to permit the Drayton Education Association to use the school as a meeting place to conduct its business and to make use of school machines and supplies.

12) **GRIEVANCE PROCEDURE.**

Section 1. 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 policy or the terms of this agreement.

A grievance evolves out of the manner in which a policy or any of the terms of this agreement has been interpreted.

The grievance committee shall consist of two members of the D.E.A. appointed by the president of the local.

Section 2. Procedures.

Step One (Informal) – A teacher who feels his complaint is of a nature that could best be resolved through the grievance procedure shall first discuss his complaint with his principal or superintendent by:

- A. Expressing his complaint directly to his principal or superintendent
- B. Requesting the Association's representatives to express his complaint to his principal or superintendent
- C. Appearing together with the Association's representatives before his principal or superintendent for the purpose of expressing said complaint.

If the complaint refers to the application or interpretation of personnel policies, rules, regulations, or an administrative decision, the principal or superintendent may state his views and shall give the Association representatives an opportunity to state the views of the association. If the complaint is not resolved satisfactorily to the aggrieved within 5 calendar days, a grievance shall be declared appropriate and action continued.

Within 5 days, before resolving the complaint, the principal or superintendent may consult the next higher level of administration or appropriate higher level of the Association.

At any point in the above procedure, the aggrieved teacher, the principal, the superintendent, or the Association representatives may request that the complaint under consideration be referred to a fact-finding committee and thus proceed directly to the more formal machinery set forth in Step Two of this grievance procedure.

Step Two (Formal)

On proper written notice, the Association's fact-finding committee, hereafter referred to as the Grievance Committee, shall within five days transmit the complaint in writing to the Superintendent.

The superintendent or his designated representative shall then work with the Grievance Committee in full good faith effort to seek an equitable solution.

A written copy of the proceedings of all meetings held concerning a given complaint under this step shall be furnished to the aggrieved teacher, to the superintendent or his representative, to each member of the Grievance Committee, and to the president of the Association.

The parties involved must resolve any complaint under consideration within 10 days after the Grievance Committee has transmitted the complaint to the superintendent.

Step Three (Formal)

If a solution acceptable to all parties concerned is not reached within 10 days after the Grievance Committee has transmitted the complaint to the superintendent, the superintendent or the Grievance Committee may institute arbitration by so requesting in writing to the Board of Education and the elected officers of the Association.

Within 10 days after receiving a written request for arbitration, the school board and the elected officers of the Association shall appoint a mutually acceptable third party, free from influence by the parties involved, as an arbitrator. Within 10 days after his appointment, the arbitrator shall examine the complaint, consider the opinions of all parties concerned, interpret the school policy in question, and submit his written recommendation to the school board and the elected officers of the Association for official confirmation. The arbitrator's recommendation shall be considered by all parties concerned.

The cost of the arbitration shall be born equally by the School Board and the Association.

Section 3. Disposition.

Copies of the grievance proceedings shall not become a part of any teacher's personnel file.

School board members, administrators, or teachers shall not discriminate against another because of their exercise of their rights under this grievance procedure.

13) STAFF REDUCTION POLICY. The purpose of the Staff Reduction Policy is to provide an orderly method to reduce staff in the event it becomes necessary for reasons other than cause. It is agreed that this policy is designed to complement, not replace, the North Dakota Fair Dismissal law.

- A. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is a declining enrollment of students in the school district, a decrease in revenues available to the district, a program curtailment, or other reasons of necessity as determined by the Board. This determination shall not be arbitrary or capricious.
 - 1. Before the Board makes any necessary reduction in force, it will first inform the DEA regarding the matter and the effect of such contemplated reduction.
 - 2. Prior to any reduction in staff, a committee consisting of the administration, board members, and three faculty members (appointed by the DEA president) will make a study of the contemplated reductions. In any event, the Board has the responsibility to determine the scope of such reductions.
- B. In the event a teacher's assignments or responsibilities are to be changed or eliminated, every reasonable effort will be made to place that teacher in another position in the school system for which he/she is qualified. When one or more employees are to be laid off, in those situations where seniority cannot be the sole criterion, academic and professional preparation will be considered for placement within the school system.
- C. Recall will be initiated immediately upon resolution of the reasons listed in Item "A" above, which may have precipitated the reductions in staff. Laid-off employees shall have recall rights for any position for which he/she is qualified until contracts are issued for one year from the effective date of the lay-off (June 30th). [7/8/2013]
 - 1. Laid-off employees shall be reinstated in the inverse order of their being laid off if qualified to fill the vacancies. No new or substitute appointments may be made while there are laid-off teachers available who are qualified to fill vacancies. Any employees reemployed by exercising his/her recall rights shall be placed in their proper position on the salary schedule, giving them full credit for years of experience and education.
 - 2. It is expected that laid-off employees will leave a current address and phone number with the school. Failure to respond to an offer of reemployment within 30 days will be considered a refusal of the offer.

14) FULL AGREEMENT. The parties do agree to abide by this agreement in accordance with NDCC 15.1-16. The parties do agree that this written agreement does represent the full and complete agreement between the parties and that it supersedes all previous agreements between the parties. The anniversary date shall be June 30 of each year. In the event that a successor agreement is not agreed upon before the

anniversary date, all provisions of this agreement shall remain in full force until an agreement is reached.
Provisions of successor agreement shall be retroactive back to July 1st. [7/8/2013]