

# Emerado School District #127

## Negotiated Agreement

### 2021 - 2022 Teacher Contract:

1. Each full-time teacher will be provided an average of thirty minutes per day as a duty-free planning period during the time normally assigned teaching duties with students in attendance.
2. An average of 30 minutes per day duty free lunch period will be provided.
3. The Board will provide a single health insurance policy (Compchoice \$250.00 deductible) per teacher through Blue Cross/Blue Shield or \$4,000.00 into an IRS approved tax shelter of the teacher's choice. The insurance premium dollar amount shall be paid monthly throughout the school year. Half-time teachers shall be provided coverage, or the dollar amount equal to one-half the full-time rate.
4. The Board will provide a single dental insurance policy and a single vision insurance policy per teacher through Blue Cross/Blue Shield. The insurance premium dollar amount shall be capped at the 2017 rate. Half-time teachers shall be provided coverage equal to one-half the full-time rate.
5. The Board will tax shelter 12.75% of each teacher's salary according to NDCC 15-39.1-09.
6. The Emerado teachers will receive free hot lunch.
7. Full time teachers will be in the building from 7:35 a.m. to 3:20 p.m. Monday thru Thursday and 7:35 a.m. to 3:00 p.m. on Friday. However, if you still have children that you are responsible for in the building on Friday, you will need to stay until they have left the school.
8. Teachers who are asked to sub during prep time will be reimbursed at the substitute teacher rate for the prep time used for subbing. All prep time subbing will be paid at the end of the year. Teachers should keep a record of all prep time used as a substitute.

### **Teacher Leaves:**

#### **1. Sick Leave**

- A. At the beginning of each school year each teacher shall be credited with twelve (12) days of leave at full salary for illness or disability, medical appointments, quarantine or communicable disease in the immediate family. Unused days of leave each year will be allowed to accumulate to 80. Immediate family is

- (1) the first 10 days of a school term
- (2) the last 10 days of the school term
- (3) A workday immediately preceding or following a vacation or holiday period.

- C. Unused personal leave days will be reimbursed at sub pay or credited to a teacher's accumulated personal leave at the end of the school year (personal leave days may accumulate to 5 days). Teachers should notify the business manager by June 1<sup>st</sup> of each school year as to which option said teacher chooses.
- D. More than one teacher shall be permitted to take personal leave on the same day if qualified substitutes are available.

#### 4. Leave of Absence

Provisions shall be made whereby a professional teacher may be granted a one-year leave of absence, after which time that teacher shall be reinstated at the salary schedule step and lane position which the teacher held at the end of the school period prior to absence. A teacher must be employed by the Emerado School District for five (5) years before a leave is granted. Leave is granted without pay. Teaching experience transferred into the system at the time of employment may not be counted toward the five (5) years. Applications for leave of absence must be made by May 1<sup>st</sup>. A teacher wishing to return to their prior position after a leave of absence must notify the Board by March 15<sup>th</sup> of the preceding school year.

#### 5. Extra-Curricular Events

- A. Extra-curricular salaries will be negotiated between the Board and the prospective employee. The pay for these events will be on a separate pay check at the end of each season.

#### 6. Credits

- A. The Emerado School System will give credit up to four (4) years teaching experience for new teachers hired by the District. Three (3) years' experience will be given for the first (3) years teaching experience and one additional year given for the next two (2) years' experience. Five (5) years teaching experience are needed to transfer in four (4) years. This provision is not retroactive for teachers presently employed by the school.
- B. Credits applied to horizontal (educational) lane change must be submitted to the principal on or before September 15<sup>th</sup> and must be graduate level education courses unless specifically accepted by the Board. Approved courses must have a satisfactory grade according to the standards of the accredited college or university attended for Board approval.

If the aggrieved person is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within ten (10) school days after presentation of the written grievance, the teacher may file the grievance in writing with the chairman of the association's professional negotiations committee within five (5) school days after the decision at level one of fifteen (15) school days after the grievance was presented, whichever is sooner.

(3) Level 3

Within five (5) school days after receiving the aggrieved person's request the chairman of the association's professional negotiations committee shall render it to the Board. At least one association representative shall be present for any meeting, hearing appeal or proceedings relating to the grievance. Within ten (10) school days after receiving the written grievance the Board shall meet with the aggrieved person for the purpose of resolving the grievance. The Board shall render a decision in writing with the chairman of the professional negotiation committee within ten (10) school days after meeting with the aggrieved person. The aggrieved person shall have the right to include in the presentation witnesses and counselors as are deemed necessary to develop facts pertinent to the grievance.

## 15. Release of Contract

A teacher under contract to the Emerado School District #127 and who wishes to be released from the contract before the start of the upcoming school year may be released from the contract upon payment of a penalty. Penalties for breaking contract are as follows:

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| 1). on or before May 31 <sup>st</sup>  | No penalty                  |
| 2). On or before June 30 <sup>th</sup> | \$250.00                    |
| 3.) On or before July 30 <sup>th</sup> | \$500.00 and Board Approval |

## Miscellaneous Provisions

### A. Effect of Contract

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

### B. Saving Clause

Should any article, section or clause of this contract be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this contract to the extent it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the contract if not affected by the deleted article, section, or clause.



