

# TEACHER NEGOTIATED AGREEMENT

2021 - 2023

(July 1, 2021 – June 30, 2023)

May-Port CG School District # 14

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## TEACHER CONTRACTUAL AGREEMENTS

### I. TEACHER CONTRACTUAL AGREEMENT

School Year	2021-22	2022-23
<b>Base</b>	<b>\$43,550</b>	<b>\$44,550</b>
<b>Vertical</b>	<b>\$780</b>	<b>\$800 (0-9 years)</b> <b>\$900 (10+ years)</b>
<b>Horizontal</b>	<b>\$1,500</b>	<b>\$1,500</b>
<b>Insurance</b>	<b>Single Policy</b>	<b>Single Policy</b>

BS	=	10 steps	MS	=	17 steps
BS+15	=	12 steps	MS+15	=	17 steps
BS+30	=	13 steps	MS+30	=	21 steps
BS+45	=	17 steps			

- An annual \$1,000 "longevity payment" will be added to a teacher's contracted salary beginning the year after reaching step 17 for the BS+45 lane or beginning the year after reaching step 21 for the MS+30 lane. This additional compensation will be paid each year and is limited to teachers "frozen" in the BS+45 and MS+30 lanes and is noncumulative.

### II. INSURANCE and Benefits

- A. The May-Port CG School District shall provide certified staff members with a health insurance policy. The district will contribute the cost of a single insurance policy.
- B. The District will provide health insurance benefits to part-time certified employees. The amount of District participation in premium cost will be pro-rated equal to the percent of contract time or other stated limitations.
- C. Health Insurance benefit is optional on the part of the teacher, however, no monetary allowance will be made to those teachers not availing themselves of the health insurance benefit.
- D. The May-Port CG School Board will contribute 6.75% of the member assessment for North Dakota TFFR.
- E. All certified staff members will be given the opportunity to eat lunch provided by the Hot Lunch program at no cost. This benefit is due to the supervision provided during recess, breaks and over the noon hour.

### III. SALARY SCHEDULE AND EXPLANATORY NOTES

- A. Horizontal advancement is dependent on semester hours, undergraduate or graduate work, related to the instructor's field of education as approved by the administration.
- B. A new contract will be issued to teachers who earn the required graduate or undergraduate hours for horizontal advancement if the required number of hours is presented to the **BUSINESS MANAGER** before the opening of school in the fall. Documentation is due to the **BUSINESS MANAGER** no later than September 1; an unofficial transcript will be accepted.

### IV. TEACHERS NEW TO THE MAY-PORT CG SCHOOL DISTRICT

- A. Undergraduate credit exceeding the BS Degree cannot be transferred into the system for the purpose of horizontal advancement. Credits must be in the teacher's field of teaching for an approved graduate program.
- B. New Teachers will be compensated for their current level of experience. They will only be credited for a maximum of 8 years of past teaching experience for the Reduction In Force policy.
- C. One day of orientation will be required. (Compensated at the hourly rate established for summer revitalization.)

### V. HOURS REQUIRED EVERY FIVE YEARS

- A. All instructional personnel of the May-Port CG School District must meet the Department of Public Instruction's requirements for recertification. All certified staff must maintain a current North Dakota teaching license for consideration of employment.

### VI. SALARY PAYMENTS

- A. Pay periods will be on the 20<sup>th</sup> of the month.
- B. Personnel may request payment of salary on 9, 10, 11, or 12 month basis. Checks 10, 11, and 12 will be paid on the final day of the school term.
- C. Teachers may choose to have monthly checks for extracurricular activities that continue for a full year.

## VII. EXTRA DUTY AND COMPENSATION POLICY

- A. Summer pay—a separate contract will be issued for summer pay.
1. Summer pay will be determined by taking 1/18 times the regular nine month contract in the following areas:
    - a. Summer band sessions
    - b. Agricultural Education
    - c. Family and Consumer Science
    - d. Office Education
  2. A summer program that is comparable to a normal teaching day will be paid commensurate with the salary schedule.
    - a. Summer Classroom Drivers Education
    - b. Summer Title 1 Reading
  3. An hourly wage for behind the wheel Driver's Education will be negotiated separately.
  4. Remuneration will be made upon completion of work.
  5. The following summer work will be paid at \$20 an hour. This work will be applied for and approved by the District Curriculum Committee. The maximum number of hours available will be set each year by the May-Port CG School Board, with a limit of twenty five (25) hours per teacher.
    - a. Criteria for revitalization hours will be set by the Curriculum and Technology committee annually.
    - b. All new staff members will be required to spend twelve hours with their building principal before school starts.
  6. Duties outside the regular school day approved by the administration will be compensated at *twelve and one half dollars (\$12.50)* per hour. The duties in this section will be paid twice yearly (December and May). These duties will include, but not be limited to:
    - a. Textbook analysis
    - b. Giving up prep period
    - c. Giving up noon hour (25 minutes=(\$6.25)

- d. Ticket selling
- e. Serving on a committee (admin. approved)

## VIII. CURRICULUM REVITALIZATION PROGRAM

- A. If the budget allows, this program will be available to contracted staff for the following school year. If that person resigned his position, they will not be eligible for payment.
- B. The teacher will be paid at the rate of \$20/ hour.
- C. The time spent will be subject to administrative supervision.
- D. Time spent in the curriculum development class at a college will be acceptable hours as long as that person is working directly on classroom curriculum.
- E. The hours spent could be taken at any time during the summer, however, it should be done in a block of time and not spread over the entire summer. The administration must be aware of the working schedule.
- F. Each interested teacher will submit an application and have a brief interview with the curriculum committee. This committee will recommend the teachers they select for final school board approval.
- G. Teachers may apply every year for consideration if they so choose.
- H. The application will consist of:
  - 1. The number of hours being applied for.
  - 2. Date of previous involvement with the Curriculum Revitalization Program.
  - 3. Curriculum to be worked on

## IX. LEAVE POLICY

The School Board shall grant seventeen (17) days annual for leave, accumulative to ninety (90) days. A teacher with experience, but new to the May-Port CG School District will have accumulated twenty-five (25) days of leave after one year in our system, minus the days he/she uses the first year.

**Leave may be used for:**

**A. SICK LEAVE**

1. **TEACHER:** Personal illness
2. **FAMILY:** A teacher may use their available leave days to care for an immediate family member or as approved by administration in the case of accident or illness. A teacher will pay the District's substitute rate if the above has been expended.
3. **Maternity / Paternity LEAVE (Referred to as Parental Leave):**  
The teacher must give notice for parental leave at least four weeks prior to delivery. While pregnant, the teacher will continue her teaching responsibilities as long as she and her physician deem it feasible and she is able to adequately perform her duties. A teacher may use their available leave time for their parental leave, up to six (6) weeks. Once their available leave time is exhausted, the Teacher's salary will be reduced at a pro-rated amount equivalent to their daily rate, for time away from work in excess of their available leave time. Requests for additional time due to extenuating medical circumstances, may be granted by the School Board.

**B. PERSONAL LEAVE**

Teachers shall be granted Four (4) personal days per year, non-accumulative. Four (4) days notice required.

1. If personal leave is necessary beyond the four days, additional days may be granted by the administration per individual circumstance at a cost of the Teacher's pro-rated daily rate.
2. If a Teacher does not exhaust their annually allotted leave days during the contract year, the unused days will be accumulated to a Sick Leave Bank up to a maximum of ninety (90) days. If the teacher has not used all of the personal days for that contract year, the Teacher may choose to have two (2) personal days paid out to them at an amount of \$250/day. If any days are paid out, those days will be subtracted from the remaining

annually allotted leave days that will be added to the employees Sick Leave Bank.

In order to have unused Personal Days added to their Sick Leave Bank, the Teacher MUST notify the District Business Manager no later than May 1<sup>st</sup>, of the current contract year. Late requests will not be considered. Unless otherwise requested, teachers will receive payment for a maximum of two (2) unused personal leave days at the above stated rate at the end of the contract year.

3. Personal leave will be granted within the first two weeks and/or the last two weeks of school, only when deemed appropriate by the superintendent.

**C. EMERGENCY LEAVE**

1. Death in family
2. Death of a close friend
3. Serious illness in family
4. Any emergency deemed appropriate by the superintendent and teacher.

**D. MEDICAL CERTIFICATE**

1. The School Board or designate may require a qualified physician as evidence of any illness or disability, indicating such absence was due to illness or disability, in order to qualify for sick leave pay. This certificate will be at the Board's expense.

**E. CHARGING LEAVE TIME:** For the purpose of charging leave time, the school day will be divided into fourths (1/4's)

1. A teacher with experience, but new to the May-Port CG School District will have accumulated twenty-five (25) days of leave after one year in our system, minus the days he/she uses the first year.
2. Leave days are granted on the first day of school and are not earned.
3. The Board will establish an emergency sick leave bank of twenty (20) days to be used at teacher request subject to Board approval.
4. A teacher may be allowed to go to workshops for credit, professional meetings, school visitations, and professionally connected activities upon approval of the administration. Attendance at such activities may be initiated by the teacher,



administration, or board. When that such absence is a benefit to the school or the teacher professionally, the substitute will be paid by the School District and leave time will not be deducted.

5. In the event of a medical emergency that would require an extended absence, teachers would be allowed to donate up to 5 days of their accumulated sick leave to a teacher who has exhausted his/her sick leave. Employees would need to submit a written request to school administration that describes the specific medical emergency. Employees would be eligible to receive donated leave only after their request has been approved by school administration and all other available paid leave options have been exhausted, including but not limited to the 20-day emergency sick leave as approved by the school board.

## **X. LONG-TERM LEAVE**

- A. The May-Port CG School Board may grant one year of leave under the following conditions:
  1. Only to certified teaching staff
  2. Request must be in writing and is due on or before the April School Board meeting
  3. The certified teacher must have five (5) years of teaching experience in the May-Port CG School system
  4. Maximum of one year
  5. In any event, the Board shall not be required to permit the teacher to resume his or her employment prior to the date designated in the leave
  6. Leave will be without pay and employee benefits or any other employment privileges
  7. Only one leave per staff member
  8. A maximum of two leaves may be granted per year.
  
- B. This certified teacher will be assured of a position in the same program area that was previously held or for any other position for which he/she may become qualified by virtue of additional study, under the following conditions:
  1. Request to return shall be made in writing on or before May 1 to the office of the Superintendent
  2. Failure to submit written notice of intent to return shall be deemed a voluntary resignation and waiver the right to reemployment

3. During the leave period, the teacher will be subject to the discharge procedures set forth in NDCC 15-47-38.

**XI. OTHER AGREEMENTS**

- A. A teacher's work day will be from 8:00am to 4:00pm. Teachers will be available in their classroom setting one-half hour before classes begin in the morning and will be available in the building one-half hour after dismissal. A request for early departure can be arranged with the administration.
  1. Elementary staff members will not be required to supervise the playground before or after school
  2. All staff members will get 25 minutes duty-free at noon.
- B. Any certified staff member wishing to be released from his/her contract after once signing it will not be granted release unless a suitable replacement can be secured. If replacement is found a fine of \$500.00 will be assessed.
- C. Any certified staff members that are eligible to receive TFFR benefits, and have been in the May-Port CG School District for a designated number of years, may choose to submit their retirement letter to the superintendent on or before Jan 1<sup>st</sup>. If the letter is received by January 1<sup>st</sup>, the retiree will receive a payment from the school district payable at the end of the school year.

<b>Minimum Years</b>	<b>Payment</b>
<b>15</b>	<b>\$2,500</b>
<b>20</b>	<b>\$5,000</b>
<b>25</b>	<b>\$6,500</b>
<b>30</b>	<b>\$7,500</b>

- D. Teacher workshops and in-services will be planned by the administration and teachers. Once plans are finalized they will be presented to the School Board for approval.

*E. Contract Days*

**183 Contract Days:**

**175---Student contact days**

**3---Paid Holidays (Labor Day, Veterans' Day & Thanksgiving)**

**2---Parent/teacher conference days**

**3---Professional development days**

**XII. TRAVEL**

Any staff member traveling at Board request will be paid at the rate set by the school board annually.

**XIII. EFFECT OF CONTRACT**

The Board and the Association agree that the terms and conditions set forth in this Contract represent the full and complete understanding and commitment between the parties and that said terms and conditions may not be altered, changed, 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.

**XIV. 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 that 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.

**XV. INDIVIDUAL CONTRACTS**

Individual contracts shall not be inconsistent with the terms and conditions of this Contract.

**XVI. DURATION**

The provisions of this agreement shall remain in full force and effect until such time as they are changed by mutual agreement of the parties.

Modifications to this agreement will take effect on July 1 of each year.

**RATIFICATION**

**IN WITNESS THEREOF**, signatures of the duly authorized representatives of the Association and the Board indicate that this Contract has been ratified by the May-Port CG Education Association and the May-Port CG School Board.

May-Port CG School Board

May-Port CG Education Association

By: \_\_\_\_\_  
School Board President

By: \_\_\_\_\_  
MPCGEA President



2021-22 TEACHERS SALARY SCHEDULE

2021-22							
	BS	BS+15	BS+30	BS+45	MS	MS+15	MS+30
0	43550	45050	46550	48050	49550	51050	52550
1	44330	45830	47330	48830	50330	51830	53330
2	45110	46610	48110	49610	51110	52610	54110
3	45890	47390	48890	50390	51890	53390	54890
4	46670	48170	49670	51170	52670	54170	55670
5	47450	48950	50450	51950	53450	54950	56450
6	48230	49730	51230	52730	54230	55730	57230
7	49010	50510	52010	53510	55010	56510	58010
8	49790	51290	52790	54290	55790	57290	58790
9	50570	52070	53570	55070	56570	58070	59570
10	51350	52850	54350	55850	57350	58850	60350
11		53630	55130	56630	58130	59630	61130
12		54410	55910	57410	58910	60410	61910
13			56690	58190	59690	61190	62690
14				58970	60470	61970	63470
15				59750	61250	62750	64250
16				60530	62030	63530	65030
17				61310	62810	64310	65810
18							66590
19							67370
20							68150
21							68930

2022-23							
	BS	BS+15	BS+30	BS+45	MS	MS+15	MS+30
0	44550	46050	47550	49050	50550	52050	53550
1	45350	46850	48350	49850	51350	52850	54350
2	46150	47650	49150	50650	52150	53650	55150
3	46950	48450	49950	51450	52950	54450	55950
4	47750	49250	50750	52250	53750	55250	56750
5	48550	50050	51550	53050	54550	56050	57550
6	49350	50850	52350	53850	55350	56850	58350
7	50150	51650	53150	54650	56150	57650	59150
8	50950	52450	53950	55450	56950	58450	59950
9	51750	53250	54750	56250	57750	59250	60750
10	52650	54150	55650	57150	58650	60150	61650
11		55050	56550	58050	59550	61050	62550
12		55950	57450	58950	60450	61950	63450
13			58350	59850	61350	62850	64350
14				60750	62250	63750	65250
15				61650	63150	64650	66150
16				62550	64050	65550	67050
17				63450	64950	66450	67950
18							68850
19							69750
20							70650
21							71550