

MOHALL LANSFORD SHERWOOD

Professional Agreement

2021 - 2023

The School Board of Mohall Lansford Sherwood Public School District #1 and the Mohall Lansford Sherwood Education Association do recognize that the development and operation of educational programs of the highest quality, for the benefit of the students and their respective communities, is a common responsibility that requires, for its effective discharge, consultation among the School Board; the Superintendent of Schools; Administrative Staff; and the Certified Staff members of the Teaching Staff speaking through their elected Members, and Representatives.

Since these groups are to have the same ultimate aim to provide the best possible educational opportunity for all students enrolled in its schools, consistent with available resources, relationships must be established and maintained which are based on this common interest and the concept of education as a public trust and professional calling.

The School Board; the Superintendent of Schools; the Administrative Staff; and the Members of the Teaching Staff can best attain their common responsibilities if each utilizes the ability, experience, and judgment of the others in formation of policies and making decisions that involve matters of concern and which affect the quality of the Mohall Lansford Sherwood Educational Programs.

Any organization that is associated with Mohall Lansford Sherwood Public School or Educational Association will be referred to as MLS throughout the remainder of this document.

GENERAL AGREEMENTS:

Method of Negotiations: Provisions of the Professional Negotiations Agreement shall be developed and revised through a method of bargaining known as "Collaborative Bargaining". The board of education negotiation team and teacher representative group will establish ground rules for bargaining session jointly.

CONFORMITY TO LAW SAVING CLAUSE:

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law and any subsequent action shall be subject to appropriate consultation and negotiation with the School Board and the local education association. All other provisions of this Agreement shall continue in effect.

MANAGEMENT RIGHTS:

Except as expressly provided otherwise in this Agreement, the determination and Administration of School Policy, the Operation and Management of the Schools; and the Direction of employees are vested exclusively in the School Board.

Subject to the provisions of this Agreement, the School Board and the Superintendent of Schools reserve and retain Full Rights, Authority and Discretion, in the discharge of their duties and responsibilities.

The Board of Education (School Board), on its own behalf and on behalf of the Electors of the School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws of the Constitution of the State of North Dakota and of the United States, including but without limit the generality of the foregoing, the right:

1. To executive management and administrative control of the school system and its properties and facilities, and the school activities of its employees; 2. To hire all employees, and subject to the provisions of the Law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote all such employees; 3. To establish grade levels and courses of instruction, including Special Programs, and to provide for Athletic, Recreational and Social Events for students, all as deemed necessary or advisable by the Board of Education; 4. To help decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature; 5. To determine Class Schedules; the School Calendar; the hours of instruction; and the duties, responsibilities, and assignments of teachers and other associated employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board of Education, the Adoption of Policies, Rules, Regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the local Professional Negotiations Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Law of the State of North Dakota, and the Constitution and Law of the United States. Where beneficial and practicable, teachers may participate in the decisions referred to in the above items but the decision of the School Board will be Final.

TEACHING CONTRACT:

The teacher will be assigned a classroom teaching assignment(s), special duty assignment(s) in their area that is highly qualified as established by ESPB and building assignment. The Teacher shall be consulted when change(s) of assignment is/are being considered.

2021 - 2023 SALARY PROGRAMS

The hiring Base Salary 2021-2022 school year shall be \$41,000.00. In 2022 – 2023 the hiring base shall be \$41,500.00. MLS School District #1 will pay both the employees and employers share of a licensed staff members TFFR.

Each fulltime teacher employed by MLS School District #1 during the 2020- 2021 shall receive a \$1,200.00 raise from their 2020-2021 contract for the 2021 – 2022 year. Each part-time teacher will receive a prorated raise from their 2020-2021 contract for the 2021-2022 year. Each fulltime teacher employed by MLS School District #1 during 2021 – 2022 shall receive a \$1,200.00 raise from their 2021 – 2022 contract for the 2022 – 2023 school year. Each part-time teacher will receive a prorated raise from their 2021-2022 contract for the 2022 – 2023 school year.

New Teachers to the MLS District shall be able to bring into the new district a maximum of fifteen (15) years of teaching experience at an increment of \$550.00 per year. The MLS Board may adjust the experience factor up based on the needs of the district upon recommendation of the superintendent.

Teachers with a Master's Degree in their assigned teaching field will be paid \$2,000.00.

Each teacher shall have the option of automatically deducting from their paycheck for a savings or flex plan by notifying the business manager.

Each teacher shall have the option of having professional dues deducted from their paycheck by notifying the business manager.

Pay periods shall be monthly. Teachers will be paid on the 20th or the last working day before the 20th. Teachers receiving salaries in 12 payments may receive their remaining salaries no later than June 30.

DUTY YEAR

The contract will be 183 days that includes 1 day of teacher in-service at the beginning of the school year. If additional in-service days are added to the 183-day contract, teachers will be paid \$175.00 stipend per day. If additional instructional days are added beyond the 183-day contract, teachers will be compensated at their individual daily salary.

DUTIES SCHEDULE

Payments will be computed on the base salary at applicable percentages from 1% to 18%.

Each teacher with a Duties Schedule Assignment will be paid in a lump sum at the Assignment's completion.

ASSIGNMENTS PERCENT

Head Football, Basketball, and Volleyball	13%
Head Track, Baseball, Softball	11%
Head Golf	9%
Varsity Assistants--Football, Basketball, Volleyball	10%
Varsity Assistant Boys & Girls Track	9%
Varsity Assistant Baseball, Softball	8%
Varsity Assistants Golf	6%
Cheerleader/Pep Club Advisor/Dance Team	9%
Elementary Cheerleader 1% for Girls, 1% boys or Total	2%
Junior High Assistants/Pee Wee: FB, BB, VB, TR, Golf Softball, Baseball	5%
If Jr. High warrants a 7&8 Team add 2%	
Activities/Athletic Director (6%/Sport Season=F/W/S)	18%
Pep Band	5%
Music – Concerts, Contests	15%
Elementary Music Festival @ Mohall	4%
Drama Productions 3% Contest Play, 2% for 1 act play, 4% Multiple Act	9%
Speech	6%
FFA Advisor	12%
FCCLA Advisor	9%
Technology Coordinator	11%
Elementary Technology Assistant	3%
STAR Testing Coordinator	2%
Yearbook Advisor	6%
Concessions Advisor	6%
Jr.-Sr. Banquet /Prom	4%
Homecoming Advisor	2%
Special Programs (Academic, Art, Play Day, MTSS (4 staff), 504 etc. (2 staff) when needed as determined by Superintendent)	1%
Envirothon	3%
Science Fair	1%
Science Olympiad	4%
Student Council Advisor	3%
National Honor Society Advisor	2%
Math Counts	1%
FBLA	2%
School Improvement	1%
Elementary Music Assistant	2%

If a varsity (basketball, volleyball) or assistant coach takes a “C” squad game when that activity has only two hired coaches, said coach will receive \$50.00 per game. Coaches must have prior administrative approval to schedule any “C” games.

A teacher can negotiate with administration when new extra-curricular assignments are being considered in an emergency situation and will fall back to within the extra-curricular scale after (1) year.

Beginning in the 6th year of "Consecutive Years" in a specific extra-duty assignment, the coach, director, advisor, etc. shall be entitled to an additional 2.75% of the previous year's duty pay for each year that the consecutive years exceed five (5) years in that particular assignment, cumulative to a maximum of 25 years in excess of five (5) years. If the Administration asks a coach/advisor to take an additional duty the district will pay the coaches/advisor at their experience level in that sport. Ex=individual has 10 year's experience in track coaching has not coached it for a period of time they would be placed on 10 year experience level. Ex=individual has no coaching experience in baseball but has 10 years in volleyball, would be placed at first level.

Each certified staff member will receive a family activity pass to attend all district events at no cost to the staff member.

HEALTH BENEFIT

The district will provide a contribution towards a family, single dependent and single health rate. The district will contribute the following percent's towards a health policy: a single rate will be 100%, a single dependent rate will be 78.8% and a family rate will be 53.4%. These percentages will be in effect as long as the district continues to meet the requirements outlined by the patient protection and affordable care act. The district's contribution will be based on the percentage of employment.

Staff not enrolled in the district health plan will receive \$3,000.00 for a medical or dependent care flex account or taken as a taxable cash option under a Section 125 plan. The district's contribution will be based on the percentage of employment.

LIFE AND DISABILITY INSURANCE PROVISIONS

All employees who are eligible to receive a Health Insurance Benefit from the District shall be entitled to a \$10,000 Life Insurance policy through the District's group plan without cost to the eligible employee. Those employees who choose to increase the Life Insurance benefit above the basic \$10,000 coverage may do so at their own expense.

All employees who are eligible to receive a Health Insurance Benefit from the District shall be entitled to a Long-term Disability Insurance Plan (after 90 calendar days) through the District's group plan without cost to the eligible employee.

SALARY PAYMENT OPTIONS AND WITHHOLDING ALLOWANCES

When teaching contracts are offered, all teachers will be presented with all available salary payment options and select the option suitable for them at that time. Teachers will

also be given the opportunity to review and update their federal and state income tax withholding allowances during the opening in-service workshops.

CREDIT EDUCATION HOURS

Graduate Credit Education Hours will be reimbursed at the rate \$300.00 per credit hour to a Qualifying Teacher for all courses with prior superintendent approval. Where applicable (non-college credit course) the actual fee of the class will be reimbursed. If reimbursement is denied the standard registration/recording fee for ND Universities will be paid for graduate credits. New teachers to the MLS Public School District will receive no reimbursement for those credits earned prior to the start of the school term. Teachers returning to the profession will not be reimbursed for those Credit Education Hours required by the Department of Public Instruction for re-certification.

No more than 16 credit hours will be paid by the MLS Public School during any five-year period for those courses that are not applicable toward a bona fide Master's Program, unless it is tied to a specific plan of study recommended by the Superintendent and approved by the board. Courses must be related to the teacher's major or minor areas currently being utilized by the MLS Public School District by that teacher, specific duties assignment, or related to the professional improvement of the teacher in relation to his/her classroom duties. Payment for courses within an approved Master's program will be limited to 32 credit hours during a five-year period unless the additional credits are in a board approved plan of study.

Completed Transcripts of Credits earned will be presented at the start of the School Year, or during the School Year, to qualify for the stipend payment. Payment will be made when an Official Transcript is presented and approved by the Superintendent's Office and the School Board. The School Board, reserves the right, in its Employment Policy of Teaching Faculty, to make an equitable salary offer which is necessary to retain and maintain the desired effectiveness of the Total Education Program of the MLS Public Schools.

Any staff taking credit that is reimbursed by the school district for filling a position of need will be asked to continue employment at the district for one year each time the district covers the cost of 12 graduate or degree seeking credit hours.

TEACHER SICK LEAVE

Sick Leave will be 10 days per year accumulative to 60 days.

Sickness that exceeds five (5) consecutive working days may require a physician's certification as to the medical need for such absence. Such certification may be required after each subsequent five (5) consecutive days of absence. Failure to provide a physician's certification will result in a deduction of 1/183 of said teacher's annual salary for each day's absence beyond the five (5) consecutive days allowed.

Specific language regarding sick leave is outlined in School Board Policy DDA.

PROFESSIONAL LEAVE

Professional leave will be available for all teachers upon approval of the Administration.

TEACHER EVALUATION PROCEDURE

The performance of all teachers shall be evaluated, in writing, each school year. Evaluation will be accomplished by the Principal(s) and may also be done by the Superintendent of Schools.

The Superintendent will determine evaluation frequency of schools. Each evaluation will be followed by a conference, within a reasonable time not to exceed 10 calendar days. Such conference shall be used to indicate the teacher's strengths and weaknesses. Specific suggestions as measures the teacher should take to improve performance will be given. The teacher will be given a copy of the written evaluation report prior to being placed in the teachers personnel file. If the teacher disagrees with the evaluation they shall have the right to write a rebuttal, and attach it to the evaluator's report in the personnel file. Formal evaluations will be conducted with the knowledge of the teacher.

GRIEVANCE POLICY

The purpose of this policy is to provide a step-by-step procedure that guarantees the right of teachers to administrative "due process," to assure fairness and equity. No teacher or administrator shall discriminate against, coerce or interfere with any teacher, administrator, witness or representative, for his/her involvement in the presentation or adjudication of any grievance.

No action taken under this procedure shall in any way be construed as forfeiting the right to seek redress through the courts.

If any provision of this procedure is or shall at any time become contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

Definitions

- *Grievance* is an allegation by a teacher that s/he has been subject to a personal loss, injury, or inconvenience because of a violation, misinterpretation, or misapplication of a specific article, section, or paragraph of the negotiated agreement or teacher's individual contract.
- *Day* as used herein shall be considered a school day and the time limits set shall be considered a maximum.
- *Administrator or supervisor* named in this policy (e.g., Superintendent) assumes that his/her designate or deputy may serve in his/her place.

Time Limit

A grievance must be initiated within 30 days after the teacher knew or should have known the term or condition giving rise to the grievance existed. Failure to timely present the grievance in writing shall be deemed a waiver of the grievance.

Conditions

Failure of the teacher to meet any of the deadlines contained in this procedure shall terminate the grievance. Failure of a school supervisor/administrator to respond to the grievance within specified deadlines shall be deemed a denial of the grievance and shall allow the teacher to advance the grievance to the next step.

Procedure

Meetings held under this procedure shall generally be conducted on non-school time at a place that will afford a fair and reasonable opportunity for all persons proper to be present.

Each step in this procedure is intended to give bona fide consideration to the grievance and is to be a separate review of the facts. Each official to whom the grievance is presented shall issue a decision.

1. **Informal Process:** The Board encourages the resolution of grievances as near the point of origin as possible. Therefore, a teacher with a grievance shall first discuss it with his/her immediate supervisor. However, should such informal process fail to satisfy the teacher, then a grievance may be processed as follows
2. **Formal Process:** A teacher may be represented and accompanied by a representative of his/her choosing at any step in this process. The teacher filing the grievance must be present at each step in this procedure.
 - a. The teacher who is filing the grievance shall prepare a written statement containing his/her name, address, and telephone number; school building, address, telephone number, and name of principal; the specific contract provision being grieved and why; and the requested remedy. The written grievance must be signed and dated by the grievant.
 - b. A teacher may present the written grievance to his/her immediate supervisor by the deadline contained in the "Time Limit" section of this procedure. The supervisor shall make every effort to resolve the grievance and shall, within 5 days of the filing of the grievance, render a written answer on the grievance.
 - c. If no agreement is reached or the time limit outlined above elapses without answer, the aggrieved teacher may present the written grievance to the Superintendent. This step must be initiated within four days of the supervisor's written decision or within fourteen days of the filing of the grievance in the event the supervisor fails to provide a written answer. The Superintendent shall either refer the grievance to a designated representative or shall personally work with the aggrieved to seek an equitable solution within 10 days. A written response shall be made to the grievant within the same 10 days. The Superintendent's decision is final, subject to court review if the teacher files suit.

EMPLOYEE HANDBOOK:

Employee handbook revisions will be presented to the School Board for approval at the regular June meeting.

DURATION:

This Agreement, and articles attached hereto, shall be in effect upon ratification of both Parties, the MLS School Board, and the membership of the MLS Education Association or Staff representative organization. It is agreed that all items previously agreed upon and not brought up for change during the current negotiations sessions will remain in effect. The provisions of each Article shall be attached hereto and shall be effective as of July 1, 2021 and shall continue in force and in effect until June 30, 2023.

Either party desiring changes in this Agreement shall notify the other Party, in writing, at least (60) sixty days before the expiration date of this agreement. Changes may be made at any time by mutual agreement.

Dated 4-28-21

For the MLS Education Association

Jeri Vandriel

President

MLS Education Association

For the MLS School Board

Henry Beck 5/10/21

President

MLS School Board