

# NEGOTIATED AGREEMENT

Between

Munich School Board

and the

Munich Education Association

Munich Public School

Munich, North Dakota

April 13, 2021

The Board of Education of Munich School District # 19 of Munich, North Dakota, and the Munich Education Association do hereby agree that the welfare of the children of Munich Public School is paramount in the operation of the School and will be promoted by both parties.

## A. Recognition and Representation

The school board of Munich School District, hereinafter referred to as the Board, recognizes that teaching is a profession. The Board hereby recognizes the Munich Education Association, hereinafter referred to as the Association, as the sole and exclusive representative for negotiations with respect to wages, hours, fringe benefits and other items and conditions of employment for all regularly employed full-or part-time ESPB licensed personnel in the appropriate bargaining unit including future employees, as recognized by the Board's acceptance of the Association's petition to negotiate.

The Munich Education Association recognizes the board as the elected representatives of the people of Munich School District #19 and as the employer of the certificated personnel for this district. The negotiating team shall consist of three members from each of the representative groups for the purpose of negotiating this contract.

Both named parties recognize **North Dakota Century code 15.1-16** as the basis for negotiations in North Dakota public schools and do hereby agree to operate in accordance with said law.

The Board of Education of Munich School District #19 and Munich Education Association agree that this agreement is to cover years 2021-2023.

## B. Salary Schedule

1. Rules and regulations are necessary in the application of a salary schedule. The salary schedule and policies listed below are for the 2021-2023 school terms.

# 2021-2023 Salary Schedule

Base \$47,500 (Step 0 is considered for a first year teacher)

Horizontal Steps \$650/Vertical Steps \$600/On-going, no cap

(1) BS (2) BS + 8 SM (3) BS + 16 SM (4) BS + 24 SM (5) BS + 32 SM

Step	or MS/MA				
0	\$47,500.00	\$48,150.00	\$48,800.00	\$49,450.00	\$50,100.00
1	\$48,100.00	\$48,750.00	\$49,400.00	\$50,050.00	\$50,700.00
2	\$48,700.00	\$49,350.00	\$50,000.00	\$50,650.00	\$51,300.00
3	\$49,300.00	\$49,950.00	\$50,600.00	\$51,250.00	\$51,900.00
4	\$49,900.00	\$50,550.00	\$51,200.00	\$51,850.00	\$52,500.00
5	\$50,500.00	\$51,150.00	\$51,800.00	\$52,450.00	\$53,100.00
6	\$51,100.00	\$51,750.00	\$52,400.00	\$53,050.00	\$53,700.00
7	\$51,700.00	\$52,350.00	\$53,000.00	\$53,650.00	\$54,300.00
8	\$52,300.00	\$52,950.00	\$53,600.00	\$54,250.00	\$54,900.00
9	\$52,900.00	\$53,550.00	\$54,200.00	\$54,850.00	\$55,500.00
10	\$53,500.00	\$54,150.00	\$54,800.00	\$55,450.00	\$56,100.00
11	\$54,100.00	\$54,750.00	\$55,400.00	\$56,050.00	\$56,700.00
12	\$54,700.00	\$55,350.00	\$56,000.00	\$56,650.00	\$57,300.00
13	\$55,300.00	\$55,950.00	\$56,600.00	\$57,250.00	\$57,900.00
14	\$55,900.00	\$56,550.00	\$57,200.00	\$57,850.00	\$58,500.00
15	\$56,500.00	\$57,150.00	\$57,800.00	\$58,450.00	\$59,100.00
16	\$57,100.00	\$57,750.00	\$58,400.00	\$59,050.00	\$59,700.00
17	\$57,700.00	\$58,350.00	\$59,000.00	\$59,650.00	\$60,300.00
18	\$58,300.00	\$58,950.00	\$59,600.00	\$60,250.00	\$60,900.00
19	\$58,900.00	\$59,550.00	\$60,200.00	\$60,850.00	\$61,500.00
20	\$59,500.00	\$60,150.00	\$60,800.00	\$61,450.00	\$62,100.00
21	\$60,100.00	\$60,750.00	\$61,400.00	\$62,050.00	\$62,700.00
22	\$60,700.00	\$61,350.00	\$62,000.00	\$62,650.00	\$63,300.00
23	\$61,300.00	\$61,950.00	\$62,600.00	\$63,250.00	\$63,900.00
24	\$61,900.00	\$62,550.00	\$63,200.00	\$63,850.00	\$64,500.00
25	\$62,500.00	\$63,150.00	\$63,800.00	\$64,450.00	\$65,100.00
26	\$63,100.00	\$63,750.00	\$64,400.00	\$65,050.00	\$65,700.00
27	\$63,700.00	\$64,350.00	\$65,000.00	\$65,650.00	\$66,300.00
28	\$64,300.00	\$64,950.00	\$65,600.00	\$66,250.00	\$66,900.00
29	\$64,900.00	\$65,550.00	\$66,200.00	\$66,850.00	\$67,500.00
30	\$65,500.00	\$66,150.00	\$66,800.00	\$67,450.00	\$68,100.00
31	\$66,100.00	\$66,750.00	\$67,400.00	\$68,050.00	\$68,700.00
32	\$66,700.00	\$67,350.00	\$68,000.00	\$68,650.00	\$69,300.00
33	\$67,300.00	\$67,950.00	\$68,600.00	\$69,250.00	\$69,900.00
34	\$67,900.00	\$68,550.00	\$69,200.00	\$69,850.00	\$70,500.00
35	\$68,500.00	\$69,150.00	\$69,800.00	\$70,450.00	\$71,100.00
36	\$69,100.00	\$69,750.00	\$70,400.00	\$71,050.00	\$71,700.00
37	\$69,700.00	\$70,350.00	\$71,000.00	\$71,650.00	\$72,300.00
38	\$70,300.00	\$70,950.00	\$71,600.00	\$72,250.00	\$72,900.00
39	\$70,900.00	\$71,550.00	\$72,200.00	\$72,850.00	\$73,500.00
40	\$71,500.00	\$72,150.00	\$72,800.00	\$73,450.00	\$74,100.00

2. **School Year 2021-2022** 182 contract days. **School Year 2022-2023**: 182 contract days. This includes the professional development days required in the NDCC 15.1-06-04.
3. In the second year of a two-year negotiated agreement, teacher's individual contracts cannot be issued prior to April 1.
4. Employee share of Teachers Retirement to be tax sheltered.
5. District share of TFFR shall be paid by District #19 as required by NDCC.
6. Teachers can bring credit for each year of previous contracted teaching.
7. All individual contracts will be consistent with the terms and conditions of the negotiated agreement.
8. In-house sub pay will be at \$25 per high school period, if a teacher has to use their preparation time.

C. Extra-Curricular

1. Extra-Curricular contracts are to be separate from teacher contract.

Student Council	\$250	Technology Coordinator	\$3,500		
Freshmen Class Advisor	\$150	Senior Class Advisor	\$250		
Sophomore Class Advisor	\$150	7th Grade Advisor	\$150		
Junior Class Advisor	\$400	8th Grade Advisor	\$150		
TSA Advisor	\$1,760	Athletic Director	\$4,000		
2019-2020	Base Salary		\$45,500		
Position	% of Base	Experience Factor			
		0-5 Years	6-10 Years	10+ Years	
		1	1.05	1.1	
Senior Play/Drama	0.04	\$1,820.00	\$1,911.00	\$2,102.10	
FFA	0.04	\$1,820.00	\$1,911.00	\$2,102.10	
Speech	0.04	\$1,820.00	\$1,911.00	\$2,102.10	
Yearbook	0.045	\$2,047.50	\$2,149.88	\$2,364.86	
Music	0.04	\$1,820.00	\$1,911.00	\$2,102.10	
2020-2021	Base Salary		\$47,500.00		
Position	% of Base	Experience Factor			
		0-5 years	6-10 years	10+ years	
		1	1.05	1.1	
Senior Play/Drama	0.04	\$1,900.00	\$1,995.00	\$2,194.50	
FFA	0.04	\$1,900.00	\$1,995.00	\$2,194.50	
Speech	0.04	\$1,900.00	\$1,995.00	\$2,194.50	
Yearbook	0.045	\$2,137.50	\$2,244.38	\$2,468.81	
Music	0.04	\$1,900.00	\$1,995.00	\$2,194.50	

D. Contract Provisions

1. Teachers will be paid on the 20<sup>th</sup> of each month September through May. Upon completion of the summer check out process, June, July, and August checks may be issued. Beginning with the end of the 2021 school year, teachers will have the option of having checks direct deposited for the

months of June, July and August. If the 20<sup>th</sup> falls on a weekend or a school holiday, the pay day will occur on the last working day prior to the 20<sup>th</sup>.

2. The contracted school day shall be from 20 minutes prior to the start of the instructional day until 20 minutes after the conclusion of the instructional day. On the last working day of the week, the work day shall end when school busses have left the school grounds. This clause shall not preclude administrators from scheduling staff meetings outside of the regularly scheduled hours.
3. College course requirements for additional preparation shall meet the state requirements. Every regular certified teacher must present satisfactory completion of six (6) semester hours of credit within a five (5) year span while under contract with the Munich School District. The five year period is established by the issuance date of the certificate.

Each teacher shall be reimbursed with Superintendent approval at a rate of \$100 for each semester hour of college credit they earn. Reimbursement will take place upon completion of the hours and presentation of a college transcript. Total not to exceed \$600 in FIVE years. This became effective beginning summer, 2013.

Every attempt shall be made so that no deficit spending occurs, and the board reserves the right to cut staff if necessary. Any contemplated change to the Reduction in Force policy will require the Association to evaluate the contemplated change and make recommendations directly to the Board prior to Board action. If a Reduction in Force is necessary, the Board shall follow the procedure outlined in NDCC 15-1-15-05.

#### 4. Leaves granted to Teacher

- a. **Personal Leave:** At the beginning of each school year, each teacher shall be credited with three (3) days to be used by the hour for personal business. Personal leave may be used for any purpose at the discretion of the teacher. Such personal leave shall be accumulated up to (6) days. These days may be used consecutively. Personal days cannot be used the first five days or the last five days of the school year. Personal days will be granted before or after scheduled holidays pending approval of the Principal. No more than ¼ of the teaching staff will be granted personal leave when requested just before or after a holiday. Personal days will be given out on a first come first serve basis and will depend on the availability of substitute teachers. Teachers will be paid \$125 for each unused personal day. A teacher may not be paid for more than three (3) unused personal days in any one year, except upon leaving the district or upon retirement.
- b. **Sick Leave:** Sick leave will be accumulated at 10-days per year to a carry-over maximum of 100 days. 110 sick days would be possible if a staff member carried the full amount over to the next school year, plus 10-new days. The absence shall be reported to the Principal and a record shall be kept by the Principal office. The teacher's illness shall include medical, dental and eye appointments and illness in the immediate family which is defined as follows: teacher's spouse, children, father, mother, father-in-law, mother-in-law, brother or sister, son-in-law, daughter-in-law, grandparent, grandchild, uncles, aunts, brother-in-law, sister-in-law, and relatives living in the teacher's home.
- Upon leaving the employment of the Munich Public School system for **any** reason, other than disciplinary action or dismissal for cause, anyone with accumulated sick leave of 100 or less days will receive \$50 per day. At the end of each year, teachers will be paid \$125 for each unused sick day exceeding the allowed 100 days accumulated sick leave carryover.

Beginning with the 2021-2022 school year, eligible employees may participate in a sick bank.

The purpose of the sick leave bank shall be for serious illness or injury that results in the inability of an employee of Munich Public School to perform their duties and to provide sick leave only after their existing sick leave is exhausted and/or until an individual qualifies for TFFR disability coverage. Extended maternity leave is not considered eligible for use of sick leave bank.

- (1) Investment: Sick leave bank will be gifted 50 days by the district at its creation. Every employee who is eligible for sick days will be eligible to participate in the Sick Bank. Each participating member shall invest two sick leave days the first year and one each succeeding year until the bank has a balance of not less than 90 days. Half-time employees eligible for reduced sick days will donate one day for the first year and ½ day each year after until the bank has a balance of not less than 90 days. Any time the balance drops below 90 days, each participating member will be assessed one sick day a year for full-time employees and ½ day for half-time employees until the balance is restored to at least 90 days. If the sick bank reaches “zero” all participants will again be assessed two days for the first year and one day for each year thereafter until the bank reaches a balance of 90. Halftime employees will be assessed 1 day for the first year and ½ day thereafter until the balance reaches 90 days. Munich Public schools will not be asked to gift another 50 days.
  - (2) Participation: Participation in the “Sick Leave Bank” is a one-time offer. All new and current staff will be allowed to enroll during the first year. All new employees will be given one chance to join upon beginning employment in the district. New employees wishing to join will donate 2 sick days to the bank in their first year of employment. Halftime employees will donate 1.
  - (3) Limitations: No full-time employee will be allowed to draw more than 90 days from the bank in any one year. No Half-time employee will be allowed to draw more than 45 days from the bank in any one year. Any member may withdraw from the bank at the end of any given year, however all days contributed to the bank will remain in the bank. No sick leave will be provided during the period of time employees are drawing worker’s compensation.
  - (4) Application: Any sick leave bank participant having used their total accumulated sick leave may apply to the sick leave bank committee for consideration to draw upon the bank. Applicants may apply for a maximum of 30 days of sick leave per application. Applicants may reapply until the 90 day, or 45, day limit for half-time employees has been reached. Applications must be in writing and given to the sick leave committee for consideration. The committee could require a doctor’s certification of illness if they felt it was necessary. The application must request a specific number of days.
  - (5) Committee: A Sick Leave Bank Committee will oversee the use of the bank, review all applications, accept or reject applications, maintain the proper balances, and provide reasonable assurance that the sick leave bank is not abused. Other than the position of Superintendent, this is not a standing committee. When applications are made a committee will be formed consisting of the following:
    - (1) The Superintendent (unless the Superintendent is making the application);
    - (2) One teacher;
    - (3) One classified staff member; and
    - (4) One board member.
- c. Funeral leave: In the event of the death of a member of a teacher’s immediate family or spouse’s family, they shall be entitled to absent themselves from work for five (5) days, if needed. The teacher will be paid for that portion of their regular week’s which falls within the above five (5) day period.

d. Emergency leave: Two contracted days of emergency leave shall be granted, with the cost of the substitute teacher born by the school district. If more than two days of emergency leave are used, this will result in a deduction from the teacher's salary at the rate of one full day of the teacher's contracted salary for each day beyond two. Emergencies may include, but are not limited to the following:

1. Funerals
2. Serious illness, injury, or accidents
3. Inability to reach school due to inclement weather
4. Natural disaster

e. Professional leave: Three days of professional leave shall be granted at the discretion of the Principal. Professional leave is intended for professional development pertaining to the teacher's field of teaching or extra-curricular assignment. Professional leave is not meant for professional development or training required by the District, instances of which will not require professional leave. Approval is required prior to use of the professional leave. Substitutes will be paid by the School District.

5. Liquidated Damages Clause

Once a contract is signed, it is assumed that teachers will not request a release during the term of the contract. It is mutually acknowledged that termination of a contract by the teacher, prior to the completion of the contract terms, results in damages to the School District which are impractical or extremely difficult to actually ascertain. In an effort to fix compensation which bears a reasonable relationship to probable damages and which is not disproportionate to reasonable anticipated damages, the following sum shall be paid by a teacher requesting a release from contract which is approved by the School Board:

Release Requested During Period From:

June 1- June 30 -----	\$750.00
July 1 – July 15 -----	\$1000.00
July 16 – July 31 -----	\$1500.00
August 1 – end of term -----	\$3000.00

Nothing contained herein shall be construed to mean that the Board must release the teacher upon payment of the above amount. The School Board may, in its sole discretion and by reason of extenuating circumstances, waive part or all of such liquidation damages.

6. The noon duty schedule for the high school teachers shall be assigned by the Principal.
7. The Munich School District #19 shall pay benefit of medical insurance at a cap of the cost of a single policy for each school year covered by this agreement for those teachers wishing the teacher group plan insurance which will equal or exceed specifications of present carrier as of May 1, 1999. The District #19 shall administer a staff dental and vision policy, at no cost to the district, the cost would be the responsibility of the individual staff member of Munich Public School. Professional employees that are not eligible for the Munich School District's health insurance group plan will be given the option to request the school pay the prorated cost of a single BCBS policy to the health insurance company of the Employee's Choice

8. A teacher leaving the Munich School District shall be eligible under the Federal Law (Cobra) to remain on the district Group Health Insurance at his/her own expense for up to 18 months or until he/she transfers to another health insurance policy.
9. Flexible Benefit Plan. The District shall administer a Flexible Benefit Plan as agreed upon mutually to pay eligible expenses including eligible medical expenses and dependent care costs on a pre-tax basis (assuming the plan is not lost on a referral).

#### E. Ground rules

1. All proposals, including complete detailed language of each proposal, must be submitted in writing and exchanged by the parties by the second regular scheduled negotiations meeting. Additional proposals may not be added thereafter without the prior agreement of both parties.
2. The position of chairperson will alternate each meeting.
3. Board and association teams will each consist of a maximum of three persons. Only team members will be allowed to speak at the table, except by mutual agreement of both parties.
4. Meeting dates and times shall be scheduled upon the agreement of both parties, with each meeting not to exceed one hour in duration, except by mutual agreement to continue beyond that time limit.
5. The individual negotiation teams will have the right to caucus for reasonable period(s) of time, in order to facilitate and expedite the process.
6. As agreements are reached between both parties, those agreements will be reduced to writing in the minutes of that meeting and signed by the spokespersons of each bargaining unit, certifying tentative approval.

#### F. Savings Clause

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction or through legislative action, the article, section, or clause shall be negated to the extent that it violates the law or court decision. However, the remaining articles, sections, or clauses shall remain in force and effect for the duration of this agreement.

G. The Agreement shall be effective as of July 1, 2021 to June 30, 2023, at which time it shall automatically renew itself, unless written notification to the contrary is made by either party no later than sixty (60) days prior to the anniversary date of the Agreement of its desire to reopen negotiations for certain provisions of this Agreement or appendixes. In the event of a successor agreement is not agreed upon before the anniversary date of this Agreement, all provisions of this Agreement are in full force until agreement is reached.

For the term of this Agreement no change shall be made in any provision of this Agreement, unless mutual consent to of the parties hereto. Upon mutual consent to modify this Agreement, the parties shall commence negotiations within ten days of said Agreement. All understandings and/or agreements shall be reduced to writing, signed by both parties, and made part of this Agreement.

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 between the Munich Education Association Representatives duly qualified to represent the Munich School District teachers, and the School Board Representatives of District #19 of Cavalier County, Munich, North Dakota.

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Munich Education Association

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Board of Education

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Munich Education Association

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