

**RURAL CASS COUNTY
MULTI-DISTRICT
SPECIAL EDUCATION UNIT**

**PROFESSIONAL NEGOTIATION
AGREEMENT**

2021-2023

PROFESSIONAL NEGOTIATIONS AGREEMENT

PREAMBLE

The Rural Cass County Multi-District Special Education Board and the Rural Cass County Special Education Teachers Association do hereby agree that the welfare of the children is paramount in the operation of the schools and will be promoted by both parties. The parties do hereby agree as follows:

ARTICLE I. RECOGNITION

The Rural Cass County Multi-District Special Education Board, hereinafter referred to as The Board, recognizes that teaching is a profession. The Board recognizes the Rural Cass County Special Education Teachers Association, hereinafter referred to as The Association, as the exclusive representative of all the certified teaching personnel employed, or to be employed, by The Board for the purpose of negotiation on matters of mutual concern. Certified teaching personnel does not include individuals employed who work as teacher aides, school psychologists, occupational therapists, physical therapists, counselors, or speech/language pathologists without teaching licenses.

The Association recognizes The Board as the appointed representative of the member schools of the Rural Cass County Multi-District Special Education Cooperative and as the employer of the certified personnel of the Rural Cass County Multi-District Special Education Cooperative.

ARTICLE II. PRINCIPLES

SECTION 1. ATTAINING OBJECTIVES

Attainment of objectives of the educational programs of the districts requires mutual understanding and cooperation between The Board and the professional teaching personnel. Free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determination of matters of mutual concern.

SECTION 2. PROFESSIONAL TEACHING PERSONNEL

Teaching is a profession requiring specialized qualifications, and the success of the special educational programs in the districts depends on the maximum utilization of the abilities of teachers in an environment, which is conducive to a positive learning experience.

SECTION 3. REPRESENTATION

The Board, or their designated representatives, shall meet with representatives of The Association to negotiate and to make every effort to reach agreement on policies governing professional development, personnel policies, salaries, working conditions, and other matters which affect the quality of the educational program as stated in this agreement.

ARTICLE III. PROCEDURES

SECTION 1. DIRECTING REQUESTS

Requests for meetings from The Association normally will be made directly to The Board or its representative. The requests from The Board or their representatives may be made to a member of The Association. A mutually convenient meeting date shall be set and held within ten (10) days of the date of request.

SECTION 2. MEETINGS

Meetings composed of members of The Association Negotiations Committee and The Board shall be called upon the written request of either party. Requests for meetings shall contain the reasons for the request. If necessary, teacher members of the Committee shall be released from school duties to attend meetings. Meetings shall be scheduled to interfere the least with school schedules. The Association and The Board will share equally the cost of the secretary's time during the negotiation meetings. The secretarial time involving transcription of minutes, notes, or other activities will be paid for by The Board. Minutes of each meeting shall be submitted for approval at the next meeting.

SECTION 3. ASSISTANCE

Either party may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. These educational consultants may be used in the deliberations provided one-week prior notice is given to the other party.

SECTION 4. STUDY COMMITTEES

The parties may appoint ad hoc study committees to research, study, and develop projects, programs, reports, and to make recommendations on matters under consideration. The committee shall report findings to the parties.

SECTION 5. EXCHANGE OF INFORMATION

The Board and director agree, upon request, to furnish the Association Negotiation Committee all available information concerning financial resources of the Multi-District Cooperative.

ARTICLE IV. AGREEMENT

When agreement is reached, it shall be reduced to writing and, when approved by The Board and signed by the parties, shall become a part of the official minutes of The Board. Such agreement shall constitute a modification of the Articles of this Agreement, and, when necessary, provisions in this Agreement shall be reflected in individual contracts. This Agreement shall not discriminate against any member of the staff regardless of membership or non-membership in The Association.

ARTICLE V. MEDIATION AND APPEAL

SECTION 1. BOARD OF EDUCATION

If agreement is not reached and a Board Negotiation Team has not participated directly in deliberations, The Association representatives and The Board representative(s) may present separate reports to The Board. The procedure outlined in Article III will then be followed to reach agreement, with The Board, or a majority of Board members, participating in the deliberations.

SECTION 2. ADVISORY BOARD

In case of disagreement about the meaning or application of this Agreement, or if an impasse is reached during negotiations, the matter shall be submitted to an Advisory Board within ten (10) days after the request of either party to the other. The Board will name one advisor, and The Association will name another. A third member, who shall be the chairperson, shall be named by the first two named members.

The Advisory Board shall report recommendations for settlement within fifteen (15) days. The recommendations shall be submitted to both parties and shall be made public.

This step may be by-passed by mutual agreement of The Board and The Association.

SECTION 3. FACT-FINDING

In the event of impasse existing beyond this point in the negotiation procedure, the Fact-Finding Commission shall be notified under terms of North Dakota Century Code 15.1-16.

SECTION 4. COST

Costs and expenses, which may be incurred in securing and utilizing the services of the Advisory Board chairperson, shall be shared equally by The Board and The Association.

ARTICLE VI. ARTICLES

The salary schedules and policy statements attached hereto in the form of Articles are made a part of this Agreement and shall be negotiated in conformance with the dates listed in Article 31 and with procedures outlined above.

ARTICLE VII. GRIEVANCE PROCEDURE

The Rural Cass County Multi-District Special Education Board and the Rural Cass County Special Education Teachers Association do hereby agree that an effectively functioning grievance procedure contributes directly to improved professional relationships and thus the quality of professional service to the children of the member schools of the Rural Cass County Multi-District Special Education Cooperative. The parties do hereby further agree that in every employment relationship grievances and dissatisfactions arise. A plan to assure the orderly presentation of suggestions, to resolve dissatisfactions, and redress grievances of teaching personnel is an important part of the effective operation of the Rural Cass County Multi-District Special Education programs.

SECTION 1. OBJECTIVES

The broad objectives of the grievance procedure for the Rural Cass County Multi-District Special Education Cooperative shall be:

- A. To ensure an opportunity for professional staff members to have unobstructed communication with one another and The Board with respect to alleged grievances without fear of reprisal.
- B. To reduce the potential area of conflict between professional staff member, administrators, and The Board.
- C. To encourage and assure the freedom of effective communication through recognized channels between professional staff members, administrators, and The Board.
- D. To encourage the resolution of complaints as near the point of origin as possible.
- E. To contribute to the development of improved morale and effectiveness of the Rural Cass County Multi-District Special Education professional staff through an increased understanding of the Rural Cass County Multi-District Special Education school policies that affect them.

SECTION 2. DEFINITIONS

A grievance is a claim based upon an event or condition that 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 have been interpreted.

SECTION 3. PROCEDURES

It is assumed that an attempt will be made to resolve any problem that may arise with the school administration if the problem is within a specific school.

STEP ONE—(INFORMAL)

Within seven (7) school days of an event or condition which may result in a grievance, said teacher with a grievance shall first discuss the complaint with his/her director,

- A. Expressing the complaint directly to the director, or
- B. Requesting the Association's representative to express this complaint to the director for the teacher, or
- C. Appearing together with The Association representative before the director 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 director shall communicate his/her views to the aggrieved, to the director's representative (if any), and to any participating Association representative.

If the aggrieved is not satisfied, he/she may take or request that the complaint be taken to the Multi-District Board and appropriate higher level of The Association.

After the above steps have been taken, the aggrieved teacher, the director, or The Association representative 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, here-after referred to as the Grievance Committee, shall within five (5) days transmit the complaint (in writing) to the director.

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

A written copy of the proceedings (prepared jointly by the director or his/her representative and the chairperson of The Association Grievance Committee) of all meetings held concerning a given complaint under this step shall be furnished to the aggrieved teacher, to the director or his/her representative, and the chairperson of the Grievance Committee.

The parties involved must resolve any complaint under consideration within ten (10) days after the Grievance Committee has transmitted the complaint in writing to the director. If the grievance is not resolved, the aggrieved teacher, the chairperson of the Grievance Committee, and the director will meet with The Board concerning the grievance.

STEP THREE—(FORMAL)

If a resolution acceptable to the aggrieved teacher, the director, and The Board is not reached within ten (10) days after the Grievance Committee has transmitted the complaint in writing to the director, the director or the Grievance Committee may institute fact-finding under terms of NDCC 15.1-16

SECTION 4. DISPOSITION

All decisions reached under this grievance procedure shall be filed with the aggrieved teacher, the director, and the Grievance Committee chairperson to be used as precedents of future complaints.

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 one another because of the exercise of their rights under this grievance procedure.

ARTICLE VIII. TEACHER RIGHTS

SECTION 1. RIGHTS AND PROTECTION IN REPRESENTATION

Pursuant to 15.1-16 of the North Dakota Century Code, The Board hereby agrees that every teacher employed by The Board shall have the right to organize, to join and support The Association and its affiliates for the purpose of professional negotiations, and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of North Dakota, The Board agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by 15.1-16 or other laws of North Dakota or the United States; that it shall not discriminate against any teacher with respect to hours, salary, or any terms or conditions of employment by reason of his/her membership in The Association or its affiliates, his/her participation in any of the activities of The Association or its affiliates, professional negotiation with The Board or his/her institution, or any grievance complaint or proceeding under the provision of this Agreement or otherwise, with respect to any terms or conditions of employment.

SECTION 2. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict the rights afforded any teacher or the school board under the laws of North Dakota. The rights granted to teachers hereunder shall be deemed in addition to those provided elsewhere.

SECTION 3. REQUIRED MEETING OR HEARINGS

Whenever any teacher is required to appear before The Board for any reason that could adversely affect the teacher's contractual status, salary, increments, or professional position, the teacher shall be treated in accordance with NDCC 15.1-15.

SECTION 4. EVALUATION OF STUDENTS

The teacher shall have the exclusive right to grade and evaluate students within the grading policies of the school district. No grade or evaluation shall be changed without the approval of the teacher. When a non-renewed teacher departs markedly from established grading patterns, said teacher in our judgment has compromised his/her principles. Under these circumstances, administrative input will be included in the affected student's grades.

ARTICLE IX. ASSOCIATION RIGHTS

SECTION 1. TRANSACTING ASSOCIATION BUSINESS

Duly authorized representatives of The Association shall be permitted to transact official Association business on school property at all times provided that this shall not interfere with or interrupt normal school operations.

SECTION 2. USE OF SCHOOL BUILDINGS

The Association shall have the right to use school buildings at reasonable hours for meetings, provided that the principal of such building shall be notified two (2) days in advance of the time and place of all such meetings and approval of the principal is obtained.

SECTION 3. USE OF SCHOOL EQUIPMENT

The Association shall have the right to use for Association business school facilities and equipment at reasonable times when such equipment is not otherwise in use. The Board or local school district may charge The Association a reasonable cost for any materials and supplies incident to such use.

SECTION 4. USE OF SCHOOL MAIL SERVICE

The Association shall have the right to use district mail service and teacher mail boxes for communications to teachers. The Board may charge The Association a fee for this service.

ARTICLE X. TEACHER EMPLOYMENT

SECTION 1. FURTHER EDUCATION

All teaching staff members shall hold a current North Dakota Educator's Professional License. In addition, he/she shall complete the following additional preparation requirements:

- A. Teachers holding an Educator's Professional License shall complete re-education required by North Dakota Education Standards and Practices Board.
- B. Teachers holding a 30-year Life Certificate shall complete four (4) semester re-education each five (5) years. The five-year period is established by the anniversary date of employment in the Rural Cass County Multi-District Special Services Unit.
- C. Teachers must have a plan on file with the Department of Public Instruction and/or Education and Standards Practices Board.

SECTION 2. CREDIT FOR EXPERIENCE

- A. Teachers with prior teaching experience shall be given full credit and placed on the appropriate step of the salary schedule. This is not retroactive and begins with new hires for the 2019-20 school year. All new teachers with no experience will start at Step 0. All other teachers that are hired and bring in years of experience will be placed on the step that is equivalent to their years of experience. (An example of this is a teacher that has seven (7) years of teaching experience when hired by the unit, will start on Step seven (7).)

ARTICLE XI. TEACHER ASSIGNMENT

All teachers in the system will be given notice of building assignments for the forthcoming year. This notification will be given by July 31st. If changes become necessary after this date, such changes will not be made without consultation with special education personnel involved.

ARTICLE XII. TEACHER EVALUATION

SECTION 1.

The building administrator in consultation with the special education director shall evaluate teachers in accordance with the North Dakota Century Code.

SECTION 2. PERSONNEL FILES

A teacher shall have the right upon request to review the contents of his/her personnel file. The teacher shall be entitled to have a representative of The Association accompany him/her during such review. All evaluator material concerning a teacher or the teacher's performance shall be kept in his/her personnel file and no such material can be placed in the personnel file without the teacher's knowledge.

SECTION 3. TEACHER EVALUATION

Teacher evaluations will be conducted according to the evaluation model of the district the teacher is assigned.

ARTICLE XIII. PROMOTION

The Board declares its support of a policy of filling vacancies from within its own teaching staff.

ARTICLE XIV. TRANSFER

Teachers who desire a change in assignment, or who desire to transfer to another school cluster, may file a written statement of such desire with the director. In the event that such a request is denied, the teacher shall be informed of the reasons for such denial and shall be informed of his/her right to file a grievance under Article VII.

SECTION 2. INVOLUNTARY

No vacancies shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer, as determined by The Board, available to fill said position. In the event an involuntary transfer must be made, notice of such transfer or reassignment shall be given to the teacher as soon as reasonably possible. Except in cases of emergency, an involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the appropriate supervisor, at which time the teacher shall be notified of the reason for such transfer or reassignment. In the event that the teacher objects to such a transfer or reassignment, he/she shall be afforded the right to meet with The Board, at which time he/she may have an Association representative present. A teacher who has been involuntarily transferred or reassigned shall have preference over those seeking voluntary transfer or reassignment in regard to choices among those positions which are vacant.

ARTICLE XV. FAIR DISMISSAL PROCEDURES

SECTION 1. MINIMUM STANDARD PROCEDURE

The teacher will be accorded all the procedural safeguards of NDCC 15.1-15.

ARTICLE XVI. TEACHER WORK LOAD

SECTION 1. HOURS AND CONTRACT YEAR

The school day for any teacher will be the hours observed by other teachers in the school in which the teacher begins and ends his/her day. The administration or Board has the right to call staff meetings prior to or after the school day, and attendance shall be required by all staff members unless excused by the administration or Board.

The length of the school year may be, but shall not exceed, one hundred eighty-five (185) days.

SECTION 2. LUNCH PERIOD

All teachers, elementary and secondary, shall be provided with a duty free, uninterrupted lunch period of at least one-half (1/2) hour each day.

SECTION 3. PREPARATION PERIODS

All teachers shall be assigned a time or times comparable to that of general education staff at the base school for the exclusive use of the teacher for preparation. If time can't be protected, teachers will consult with the administration (if student needs are not being met). Focus will be on the total amount of time on a weekly basis.

SECTION 4. DEVIATION

There shall be no deviation from these standards except in the case of emergency. In the event of such an emergency, no teacher shall be assigned to a load beyond these standards without previous consultation among the teacher and the administrator.

ARTICLE XVII. SCHOOL CALENDAR

The adopted school calendar of the home-based school for each employee shall be the calendar followed by the employee. The school calendar shall consist of up to one hundred eighty-five (185) days. Each employee's home-base school shall be verified prior to the beginning of the school year. In the event that an employee's assignment changes during the school year, the employee, director and building administrators of the assigned schools will meet to determine whether a change in home-base school is needed.

ARTICLE XVIII. TEACHER FACILITIES

SECTION 1. EQUIPMENT

The Board agrees to make available to each teacher equipment and facilities necessary to comply with federal legislation.

ARTICLE XIX. SALARIES

SECTION 1. SCHEDULE

All teachers shall be placed on the appropriate level of the salary schedule in accordance with Section 2, Article X of this Agreement. The salary schedule is based upon the regular school calendar and a normal teaching assignment.

SECTION 2. ADVANCEMENT ON SCHEDULE

For advancement on the salary schedule, additional undergraduate or graduate hours must be in the major or minor teaching field approved by the director or in education courses approved by the director. Transcripts of courses must be on file in the business office no later than September 1st and January 1st prior to receiving his/her salary adjustment.

SECTION 3. METHOD OF PAYMENT

Each teacher shall have the option of accepting his/her salary on ten (10) or twelve (12) equal payments. Normal paydays will be on the tenth (10th) of each month. If the 10th should fall on a weekend or holiday, because of direct deposit issues, payday will be the closest banking day before the weekend or holiday.

SECTION 4. TRAVEL

Rural Cass County Special Education itinerant personnel will be paid the maximum mileage reimbursement allowed by the state of North Dakota. Each teacher is to submit a travel voucher by the fifth (5th) day of the following month. Vouchers turned in after the 5th of every month will not be paid until the following month. Normal pay day each month for travel will on the tenth (10th) day of each month, except when a pay day falls on or during a holiday or weekend at which time teachers will receive their check on the last working day preceding such holiday or weekend.

SECTION 5. LAPSE OF TEACHING PROFESSIONAL LICENSE

Any professional staff member who allows his/her professional license to lapse shall not be allowed to perform their duties within the unit. Salary paid to an individual after the lapse of professional license, shall be reimbursed by the employee, and any fine/assessment imposed by the Education Standards and Practices Board (ESPB) shall be the financial responsibility of the employee. The individual is required to pay for the substitute.

ARTICLE XX. SICK LEAVE

SECTION 1. ACCUMULATION

At the beginning of each school year each teacher shall be credited with a ten (10) day sick leave allowance to be used for absences caused by illness, disability, or medical and dental appointments of the teacher. The unused portion of such allowance shall accumulate from year to year to a limit of ninety (90) days. ~~At the beginning of each school year, The Board shall furnish a written statement to each teacher setting forth the teacher's total unused sick leave credit.~~

When a Rural Cass Special Education teacher retires, each of their remaining sick days will be paid out at the rate of 25% of the current daily sub rate at their home district.

When a teacher actively working for the Rural Cass Special Education Unit retires, they will receive 25% of the sub pay (i.e. --\$100 per day and get \$25/day) in their home district.

SECTION 2. SICK LEAVE BANK

The Association shall establish and administer a common bank of sick leave credit to which teachers who have reached the maximum accumulation of 90 days will contribute excess sick days. If no one has

accumulated to more than 90 days, each teacher shall contribute equally, at a rate of up to 2 days per year, until it reaches a balance of 200 days.

ARTICLE XXI. OTHER LEAVE

SECTION 1. ANNUAL LEAVE

Each teacher employed half-time or more will be granted Nine (9) days of annual leave per year. If a teacher leaves or joins the Unit during the school year, Annual leave will be prorated as to the time the teacher serves in the Unit. These days will be used at the discretion of the teacher. When possible, the teacher will give sufficient notice to the director and the Building Administrator for any leave taken. If too many teachers are using Annual leave on a particular day, the Director or the Building Administrator has the right to refuse leave. Annual leave utilized by the teacher will be without loss of pay. The teacher may be asked to explain the reason for any Annual leave requested for a school day immediately before or after a holiday, or vacation period, and restrictions may be imposed on annual leave on such days. In the event all annual (9 days per year) is utilized by a teacher, the teacher may use their sick leave for extenuating circumstances with the director and school administrator approval.

Annual leave will not accumulate. At the end of the school year, all unused days will be compensated for at a rate of \$100 per day payable with the last paycheck of that school year.

SECTION 2. LEAVE CALCULATION

All leave (Sick and Annual) will be calculated on an hourly basis with each day representing seven (7) hours.

SECTION 3. DISABILITY DUE TO PREGNANCY AND CHILDBIRTH

A pregnant teacher shall submit written notification to the director at least sixty (60) days prior to the proposed commencement of the leave period. Proposed disability leave will commence following the birth of the child. If it becomes necessary to commence the leave period prior to the birth of the child, the physician will notify the Special Education Director in writing stating the date the leave is to begin and reason for the extended leave. After the child's birth, the physician will give written notification to the Special Education Director as to when the teacher is no longer disabled due to pregnancy/childbirth and can safely return to full time employment. All or any portion of a leave taken by a teacher because of medical disability connected to or resulting from her pregnancy and childbirth may, at the teacher's option be charged against her available sick leave.

SECTION 4. JURY DUTY LEAVE

If a teacher is called for Jury duty or subpoenaed to testify, he/she will be paid their regular pay with no deduction in leave. The teacher shall submit upon receipt, all Jury Duty pay received, minus mileage and meals, to the Business Manager.

ARTICLE XXII. PROFESSIONAL LEAVE

SECTION 1. TEACHER LEAVE

Any number of professional leave days may be granted at the discretion of the administration.

SECTION 2. EDUCATION LEAVE

A leave of absence may be granted to a staff member to seek further education for a period of not less than one (1) year at the discretion of The Board.

ARTICLE XXIII. PROFESSIONAL DEVELOPMENT

SECTION 1. PRINCIPLE

The Board and The Association agree to the principle of continuing education of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special study, ~~foreign travel~~, and participation in community education projects.

ARTICLE XXIV. PERSONAL AND ACADEMIC FREEDOM

SECTION 1. PERSONAL

The parties agree that the personal life of a teacher is not an appropriate concern or attention of The Board except as it may directly prevent the teacher from performing his/her assigned functions.

SECTION 2. ACADEMIC

The Board and The Association agree that academic freedom is essential to the fulfillment of the purpose of the Rural Cass County schools, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions.

ARTICLE XXV. CLASSROOM CONTROL AND DISCIPLINE

SECTION 1. POLICY

The school policy pertaining to student behavior will be made known to special education personnel serving the school by an administrator of the school.

SECTION 2. ASSISTANCE

When, in the judgment of a teacher, a student requires the attention of a principal, the teacher shall so inform the principal. The principal shall arrange as soon as possible for a conference among himself/herself, the teacher, to discuss the problem and to decide upon steps for its resolution.

ARTICLE XXVI. BOOKS, INSTRUCTIONAL SUPPLIES

SECTION 1. PRINCIPLE

The Board agrees to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment of sufficient quality and quantity to enable teachers to properly fulfill their teaching responsibilities in accordance with federal legislation. Teachers requesting purchase of materials and/or supplies must use a purchase order approved by the building administrator. Purchase orders for evaluation test, tools, and the replacement of protocols utilized for special education determination are to be approved by the director. Teachers purchasing materials and/or supplies with the advance approval of their director shall be reimbursed upon submission of an appropriate receipt. Purchases must abide by the policies and procedures of the local district.

ARTICLE XXVII. SUPERVISION OF STUDENT TEACHERS

SECTION 1. PARTICIPATION

Under mutual agreement of the supervising teacher, the Director of Special Services, and the building principal, a student teacher may be placed within the unit.

SECTION 3. REIMBURSEMENT

Any reimbursement made to the district by the student teacher's college or university shall be given to the supervising teacher.

ARTICLE XXVIII. PAYROLL DEDUCTION

Any teacher who is a member of The Association or who has applied for membership may authorize deductions of membership dues in The Association including the ND UNITED and the NEA. Such authorization shall be given in writing and must be renewed each year. The Board shall deduct such dues

from the regular salary check of the teacher. All such deductions shall be from the first nine (9) monthly checks.

The Board agrees to remit promptly to The Association that portion of all sums deducted to The Association and to remit the balance for both ND UNITED and the NEA to the North Dakota United accompanied by a list of teachers for whom such deductions have been made. The Association agrees to advise The Board promptly of all members of The Association in good standing and to furnish other information needed by The Board to fulfill the provisions of this Article.

ARTICLE XXIX. MAINTENANCE OF STANDARDS

All conditions of employment including but not limited to teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and general teaching conditions shall be maintained at not less than the highest minimum standard in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved as required by the expressed provisions of the Agreement. This Agreement shall not be interpreted or/applied to deprive teachers of any professional advantages heretofore enjoyed unless expressly stated in the terms of this Agreement.

ARTICLE XXX. MISCELLANEOUS PROVISION

SECTION 1. UNDERSTANDING

The Board and The Association agree that the terms and conditions set forth in this Agreement 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 Agreement.

SECTION 2. BOARD POLICY

This agreement constitutes Board policy for the term of said Agreement and shall be incorporated into and be considered part of the established policy of The Board.

SECTION 3. SAVING CLAUSE

Should any article, section, or clause of the Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement.

SECTION 4. INDIVIDUAL CONTRACTS

Any contract between The Board and the teacher shall be expressly subject to the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement for its duration shall be controlling.

SECTION 5. COPIES

Copies of this Agreement shall be printed at the expense of The Board within sixty (60) days after the Agreement is signed and shall be presented to all teachers now employed, hereafter employed, or considered for employment by The Board. The Board shall also provide twenty (20) copies of this Agreement to The Association for its use.

SECTION 6. LAYOFFS AND RECALL

Changes to Board Policy 5300 dealing with Layoffs and Recall shall be made only after discussion with representatives of The Association.

ARTICLE XXXI. SALARIES AND BENEFITS

SECTION 1. SALARY SCHEDULE

Base salary for the 2021-2022 school year will be \$39,700. Lane change amounts will be as follows: BA+10 \$600, BA+20 \$650, BA+30 \$700, BA+40/MA \$1750, MA+10 \$700, MA+20 \$700. Steps will be as follows down all lanes: Steps 0-10: \$600, Steps 11-20: \$800, Steps 21-26: \$900, Steps 27 and higher: \$1,100. The number of steps will be as follows: BA/BS: 8 steps, BA+10: 12 steps, BA+20: 16 steps, BA+30: 20 steps, BA+40/MA and MA+10/20: 26+ steps.

Base salary will increase to \$40,500 for the 2022-2023 school year.

For the Lanes BA+40/MA and MA+10/20, any teacher exceeding years of experience past 26 years, will receive the base increase and step increase as noted above.

SECTION 2. FRINGE BENEFIT PACKAGE

A benefit package equal to the combined cost of a single coverage health insurance policy and a single coverage dental plan will be offered to each full-time teacher.

Teachers not employed on a full-time basis will be offered a benefit package on a prorated basis in direct proportion to their contract.

A cafeteria benefits program will be available to all contracted certified teachers. The options included in this program are as follows:

Health Insurance	Dental Insurance
Life Insurance	Optional Life Insurance
Long Term Disability Insurance	Medical Reimbursement
Cancer Insurance	Vision Insurance
Child Care Reimbursement	Annuity
Cash (Subject to taxes)	
Other options as approved by the unit and the carrier.	

The core benefit package will consist of a single health policy. Teachers will be required to take this insurance benefit unless they show proof of health insurance coverage through his/her spouse's employer group. If this condition exists, the teacher may use the dollar amount of the benefit package for the other options listed in the cafeteria program.

It is the teacher's responsibility to notify the unit of any change in their insurance status (within thirty (30) days of the change).

Teachers will receive up to \$200 reimbursement per year toward licensure or course credits. Teachers must provide a receipt and grade with reimbursement request.

SECTION 3. DISABILITY INSURANCE

Teachers receive disability insurance coverage based on sixty-six and two-thirds percent (66 2/3%) of gross salary with a ninety (90) calendar day elimination period. The insurance carrier is selected by The Board.

SECTION 4. TEACHER'S RETIREMENT

The Board will follow Model 2 Employer Payment Plan and agrees to pay the entire teacher's share of the teacher retirement benefits to a maximum of 11.75%. Should this percentage decrease, the board's percentage will decrease accordingly.

ARTICLE XXXII. DURATION

This agreement shall be effective on July 1, 2019, and shall be automatically renewed and will continue in force for additional periods of one year unless either party gives notice to the other party, not later than sixty (60) days prior to the anniversary date, of its desire to reopen certain provisions of this Agreement, and/or provisions. In the event a successor Agreement is not agreed upon before the anniversary date of this Agreement, all provisions of this Agreement shall remain in full force and effect until a mutual Agreement is reached. All salaries, benefits, and working conditions agreed upon in the successor Agreement will be retroactive to the anniversary date of this Agreement.

In witness thereof, duly authorized representatives of The Association and The Board hereunto set their hands and seal on this _____ day of _____ year of _____.

ASSOCIATION REPRESENTATIVES

BOARD REPRESENTATIVES

PRESIDENT--TEACHERS ASSOCIATION

CHAIRPERSON—MULTI-DISTRICT BOARDS

TEACHER REPRESENTATIVE

BOARD REPRESENTATIVE