

KILLDEER PUBLIC SCHOOL DISTRICT #16
MASTER CONTRACT – March 2022
FOR FISCAL YEARS ENDING 2023 & 2024

PARTIES: This agreement is between the Killdeer Public School Board and the teachers. A "Teacher" is defined as a public school employee licensed to teach by the education standards and practices board or approved to teach by the education standards and practices board. (N.A. March 2022)

BARGAINING FOR A TWO-YEAR NEGOTIATED AGREEMENT: The negotiated agreement ratified this March 2022 shall be a two-year negotiated agreement for the fiscal years ending 2023 and 2024. (N.A. March 2022)

SALARY INCREASE:

The Base Salary for the fiscal year ending 2023 shall be \$46,200 for a Bachelor Degree; \$48,400 for a Master Degree; and \$50,600 for a Doctorate Degree. The increase in base will be \$700 per year for 2 years. (N.A. March 2022)

MASTER DEGREE PAYMENT: Master degree shall be paid at base plus \$2,200.00. (N.A. March 2022 Language Clarification)

DOCTORATE DEGREE PAYMENT: Doctorate degree shall be paid at base plus \$4,400.00. (N.A. March 2022 Language Clarification)

ANNUAL EXPERIENCE INCREMENT: Annual increment amount for veteran teaching staff will be \$700. (N.A. May 2015)

CONTRACT LANGUAGE: The contract language shall read 184 days or equivalent thereof. As per ND Century Code 15.1-06-04 instructional hours for elementary are 962.5 and 1050 for high school. (N.A. March 2022).

CREDIT FOR YEARS OF PREVIOUS TEACHING EXPERIENCE: ALL licensed staff (new teachers entering the Killdeer system) shall be allowed compensation of an unlimited number of years of *verified teaching experience at the rate of \$500.00 per year of service.

* A qualifying year of service shall include at least a 0.5 full-time-equivalent (FTE) contract, as determined by the Superintendent. Documentation satisfying this requirement will be determined by the Superintendent. Documentation may include, but not be limited to, signed and dated contracts, TFFR records, notarized letters from former employers and/or colleagues. (N.A. March 2022 Language Clarification)

HEALTH INSURANCE BENEFIT: The Family Health Insurance Benefit to be paid by the District is 71% of a family annual premium. Single insurance benefits is 100% of a single annual premium. (N.A. June 2011)

OTHER BENEFITS:

TFFR – The following rates will go into effect July 1, 2014 for Teacher’s Fund for Retirement. Employer contribution rate is 12.75% and member contribution rate is 11.75% of retirement salary. Killdeer School District will pay 7.75% of the member contribution; the member will pay 4%. (N.A. Language clarification March 2022)

PTO/SICK LEAVE: (N.A. May 2021)

PTO Buy Back (N.A. March 2022 Language clarification)

1. A teacher may sell back a maximum of three unused PTO days per year at a payback rate of 2/3 day’s base salary.
2. Use and Accumulation: Certified teachers will be allowed Paid Time Off (PTO) each school year as determined by total years (in Killdeer or brought in years) of experience on the salary schedule:
 - a. 0-15 years of experience = 13 days
 - b. 16-25 years of experience = 14 days
 - c. 26+ years of experience = 15 days
3. The restricted dates will be posted as soon as the adopted calendar for the following year is approved by the school board.
4. PTO may be used for sick leave, personal leave or bereavement leave. For teachers that are not fulltime, PTO days will be prorated at the percent of their full-time equivalency. Unused PTO days at the end of each school year shall be accumulated in each teacher’s personal sick leave bank until a maximum of 100 days is reached. **These accumulated days shall only be used for sick leave and can only be used once all PTO has been used for the year.**
5. Only four staff requesting from the High School and four staff requesting from the Elementary will be allowed to use PTO before or after restricted breaks. Staff are allowed to use one extended PTO usage, up to 3.5 days consecutive days per school year. Usage of more than 3.5 PTO consecutive days has to be approved by the supervising Principal and Superintendent. These requests will be evaluated on a need by need basis.

Individual SICK LEAVE Bank may be used for the following reasons: (N.A. March 2022)

1. Illness of teacher
2. Hospitalization of immediate family. (Husband, Wife, Son, or Daughter)
3. Outpatient surgery of immediate family, (Husband, Wife, Son, or Daughter)
4. Child Care /Adult Family Care – A limit of 6 days of accumulated sick leave per year may be used for either child care (18 years and younger) or adult family care. Adult family care may be used to provide care to an adult member of immediate family (husband, wife, son, daughter, or parents). Combined days of childcare sick leave and adult family care cannot exceed 6 days of accumulative sick days.
5. Bereavement of immediate family members (Husband, Wife, Son, Daughter or Parents) provided PTO days are down to 2 or less days.

SICK LEAVE BUYBACK PROVISIONS: (N.A. March 2022 Language Clarification)

1. Buyback Provisions – Sick leave must be bought back at the beginning of a school term. The school district will buy back sick leave, at two-thirds day's salary at current base pay– eight total days per year after sixty days have been accumulated and thirteen total days after eighty days have been accumulated, optional to all teachers.
2. Under Extreme circumstances of use it or lose it, the board will entertain the option of a buy back at the end of the year for days over 100, if all the other requirements have been met. The extreme buyback will be capped at 15 days.
3. Teachers may receive compensation for 100% of their sick leave at a 40% base salary rate if the teacher has 20 years of in-district contracted experience (Need not be consecutive), and is retiring from the district.

** Teachers have the option of donating sick leave to the sick leave bank. Sick leave bank formula and contribution clauses remain unchanged.

SICK LEAVE BANK: (N.A. March 2022 Language Clarification)

1. Each teaching staff member will give one day of his/her PTO/sick leave to a sick leave bank when the number of days less than ninety is equal to or greater than the number of teaching staff. Teaching staff members will be the only ones allowed to use the bank. **Retired teachers will be allowed to donate a maximum of 15 days to the sick leave bank at the time of their retirement. This bank will not accumulate to more than 110 days.
2. Each person who needs to use the bank needs to have a majority secret vote of teaching staff members in order to use them. A written request will be given to the superintendent, who will then conduct the balloting. Bank days will be allocated following the use of leave by the requesting staff member.
3. Each member will use all of his/her own sick leave before he/she can begin using the bank.

EMERGENCY LEAVE:

Once PTO and sick leave have been depleted, each teacher may request leave for emergency, compassionate, or family leave. This would include death or critical illness in the immediate family (mother, father, brother, sister, child, spouse, grandparent, grandchild, aunt, uncle, mother-in-law, father-in-law, or other in-laws) to be granted at the discretion of the Superintendent. Emergency leave is defined as unplanned leave and is unpaid leave. (N.A. Language clarification March 2022)

JURY DUTY LEAVE: A teacher called for jury duty will receive their full salary and the Board will receive the teacher's jury salary to hire a sub. (N. A. 1-24-79)

OUTSIDE PROFESSIONAL LEAVE:

Refer to Professional Organizational Leave, Policy DDDD.

SABBATICAL LEAVE: An employee may request a leave of absence for professional growth or restoration of health. Request for either leave may not exceed one school year and must be submitted in writing for board approval. A request for leave for restoration of health must also include a written statement by a medical doctor to the effect that such leave is necessary for health purposes, stating the length of time such leave of absence is necessary. Leave under the health restoration revision may be granted for a period of time consistent with the medical doctor's statement but not to exceed twelve (12) months. The duration of the health restoration leave shall be specified in the grant of leave and the

Board shall not, in any event, be required to permit the teacher to return to his or her employment prior to the date designated in the grant of health restoration leave.

Leave for health restoration as granted above may be continued, upon requests of the teacher and in accordance with a written statement from a medical doctor to the effect that such extension is necessary for health purposes, for a designated period of time not to exceed one (1) year. Such extension if granted, shall be upon the same conditions as previously stated. At the conclusion of health restoration leave, a statement must be submitted from a medical doctor showing that the health of the teacher concerned is such that he or she is able to return as a full-time employee.

Any leave approved by the Board, at its sole discretion, such leave shall be without pay or fringe benefits for which the employee is eligible during the duration of the leave. Employees granted this leave will be assured of a position at the conclusion of the leave. Employees granted this leave will be assured of a position at the conclusion of the leave, provided written notice of intent to return is received in the office of the Superintendent no later than March 15 of the school year in which the leave is granted. Failure to submit a timely written notice of intent to return shall be deemed to be a voluntary resignation and waiver of the right to re-employment. No experience credit will be earned during this leave. A teacher shall retain the same salary, sick leave, and personal leave upon return. (N.A. May 2000)

LEGISLATIVE LEAVE:

A full-time employee who has been elected to the North Dakota Legislature must be granted a leave of absence for the purpose of serving during any regular or special session of the legislative assembly. A person granted such leave shall not be entitled to receive any salary or fringe benefits during the entire term of leave.

Any person who has had a legislative leave may take unpaid leave for legislative duties in the succeeding year, in which case the district will provide a substitute. The employee is responsible for the organization and coordination of their regular school responsibilities. No request for leave will be necessary when such activity does not interfere with the performance of the employee's duties. (N.A. May 2000)

BREACH OF CONTRACT: In the event of breach of contract on the part of said teacher, if said teacher signed their contract prior to June 1st, said teacher will forfeit to the school district the sum of \$500 if notice is given up to June 15th, \$1,000 if notice is given between June 16-30th, and \$1,500 thereafter. If said teacher signed their contract after June 1st, said teacher will forfeit to the School district the sum of \$500 up to 15 days after signing, \$1,000 up to 30 days after signing and \$1,500 thereafter.

CERTIFIED STAFF PAY POLICY: Certified staff will be paid on the 10th and 25th of each month. (Board Policy)

CLASS SIZE: Killdeer Public School will follow the guidelines for elementary and high school as spelled out in the board policy. Every effort will be made to hire a full-time aide for every class over the recommended size, or a floating teacher for any three classes over the recommended size. (N.A. May 2018)

CONTRACTS: Teacher contracts will be more specifically worded:

A. The superintendent will consult with teachers regarding extra-curricular assignments before their contracts are typed.

B. Teachers will be allowed 21 days from the date of contract issue to return their contracts to the school.

- C. The specific date of school starting will be stated.
- D. Elementary contracts will be offered within a 3-grade level to the previous year's contract unless agreed upon by administration and the teacher.

COACHING CONTRACTS: The Coach and advisor contracts will be separate from teaching contracts. (N.A. 2005-06)

EDUCATION REIMBURSEMENT: Teachers will be reimbursed for undergraduate or graduate hours required and earned during a five-year renewal period of their teaching certificates. Hours must be acceptable for credential renewal. Reimbursement will be up to \$250 per credit hour. The teacher will not be reimbursed for hours funded from another source. Partial reimbursement for partially funded hours will be made. The teacher must submit a transcript or college grade report to the Business Office with the reimbursement request. (Board Policy) (N.A. March 2022)

EDUCATION REIMBURSEMENT - ADDITIONAL PARAMETERS: After a staff member's credential has been renewed for a five-year period, he/she may receive reimbursement for tuition for the number of credits required by North Dakota for teaching certificate renewal immediately following renewal regardless of any other time factors. Staff members who hold life-time credentials may receive reimbursement for the number of credits required by North Dakota for teaching certificate renewal in any five-year period of time. (N.A. May 2014)

GRIEVANCE PROCEDURE: (See policy DGAA to provide a step by step procedure that guarantees the right of due process.) A grievance is an allegation of personal loss, injury or inconvenience because of a violation, misinterpretation, or misapplication of the negotiated agreement or teacher's individual contract. A grievance must be initiated within 30 days. A teacher may be accompanied by a representative of his/her choosing. A teacher with a grievance shall first discuss it with his/her immediate supervisor. If no resolution, a formal process will be initiated in the following steps. The teacher will prepare a written statement. The supervisor will respond with a written answer. The teacher may then present to the superintendent. A written response by the superintendent will be presented to the teacher. Grievances against any administrative personnel or any grievance that involves family members of administrative personnel (i.e. nepotism) may come before the Board for review.

MILEAGE:

Reimbursement for travel will be at the current state rate. The Superintendent will reimburse no mileage without prior approval. (N.A. April 2014)

PREPARATION PERIOD: Each teacher who uses their daily prep period to sub shall be compensated at 1/7th of 1 day's pay at base salary. (N.A. June 2003)

ADDITION TO THE PREPARATION PERIOD POLICY: Subject to prior Administration and Board approval, each teacher who uses his/her daily preparation period to teach an approved class shall be compensated at 1/6th of a day's pay. (N.A. July 2007)

STAFF PRACTICUM'S POLICY:

1. Although the Killdeer School District, its Board, and the Administration are supportive of continuing education and providing staff opportunities for that purpose, it will be the policy of the district to limit professional practicum's to those areas for which the staff member is under contract.

2. Exceptions may be granted to this policy by the board in the event that:

- a. Time assignment or requirement of the practicum is for the staff members' one period (50 minute) prep time only; and/or
- b. The Staff member requests in writing a voluntary reduction in contract status to allow for the lost contract time, and a suitable (as determined by the administration) substitute is available to fill the released time of the practicum participant.
- c. Staff members wishing to fulfill a practicum requirement in their contracted areas must receive written approval of their immediate supervisor and superintendent. (Board Policy 12/9/98)

SUBSTITUTES: Substitutes will be provided for absent teachers whenever possible, and substitutes and teachers will be notified as soon as possible after the principal knows of an upcoming absence. (N.A. 1977-78)

EXTENDED CONTRACTS FOR ACTIVITY ADVANCEMENT –Teachers who are Activity Organization Advisors and are on a 9-month contract will remain on a 9-month contract. In the event an Advisor of a group organization (FFA, FBLA, etc.) has student members who advance to State Conference, National Conference, or Summer Leadership Training that takes place outside of the regular contracted school year (ie: during the summer), the Advisor will receive extended contract days at his/her regular pay to cover conference/convention time and travel time. The Advisor must be in accompaniment of the group. Travel, lodging, and meal expenses (per diem) for the Advisor will be paid at state rates or at out-of-state per diem for travel out of state, subject to Administrative approval.

RETIRED TEACHERS WHO ARE HIRED INTO THE KILLDEER SCHOOL SYSTEM: A retired teacher may be hired to teach in the Killdeer School system, subject to the regulations governing allowable contracted teaching time as set by the State of North Dakota and the North Dakota Teachers' Fund for Retirement (TFFR).

The teacher may be hired to teach in the system according to the following salary guidelines:

1. If the teacher taught within the Killdeer School system for at least five years, was employed by the school at the time of retirement, and is offered a contract for the succeeding school year, the teacher shall be compensated at his/her final contracted teaching salary, including any increment and base pay increases. Said increases are to be added to the individual's final contracted teaching salary and proportioned according to the amount of his/her new teaching time. Pay will be based on a seven-period day.
2. In case of a time lapse of 12 months or more between the teacher's retirement and reemployment, the teacher shall be entitled to only base salary increases made during the lapse of employment. Said increases are to be added to the individual's final contracted teaching salary and proportioned according to the amount of his/her new contractual teaching time.
3. Retired teachers hired to teach part time shall be entitled to all leave benefits and to health insurance coverage proportioned according to the amount of his/her contractual teaching time.

-(N.A. May 2008)

TEACHER LONGEVITY INCENTIVE: (Poicy Adopted August 2006, Added to this Agreement March 2022)

As an incentive to retain highly-qualified, certified teachers, the Board shall make available to each teacher who is at least 50 years of age and has served the District for twenty (20) years (service time to the District need not be consecutive), a retention bonus. The retention bonus may be paid for up to three (3) consecutive years based on teacher performance, staffing needs of the District, and financial considerations of the District. The retention bonus shall be calculated using the total number of years the teacher has served the Killdeer District as a certified staff member and multiplying that number by \$175.00 (e.g. teacher has taught in the Killdeer District for twenty-two (22) years X \$175.00 = \$3,850.00.) In the second year of eligibility for a retention bonus, the number of years of service shall increase by one, i.e. using the illustration above; the example teacher would have twenty-three (23) years of experience and would be eligible for a retention bonus of \$4,025.00 for that year. In the third year of eligibility for a retention bonus, the number of years of service shall increase by one, i.e. using the illustration example above; the example teacher would have twenty-four (24) years of experience and would be eligible for a retention bonus of \$4,200.00 for that year. Any service time acquired in another District shall not be used in calculating the value of the retention bonus. The bonus shall be paid out as "salary dollars" and shall be subject to taxes and retirement according to statute. The retention bonus may be paid in equal installments according to Board Policy or in one (1) lump sum payment at the end of the contract period/year.

This policy does not constitute an automatic benefit for any certified staff member and must be requested by the respective staff member no later than March 15th of the year preceding the desired implementation of the retention bonus (an exception to this policy will be to accept requests after March 15th of the first year of policy approval). The Killdeer Public School Board shall have the power to accept or reject the implementation and/or continuance of this program based on teacher performance, teacher evaluations, administrative input, staffing needs of the District, and financial considerations of the District.

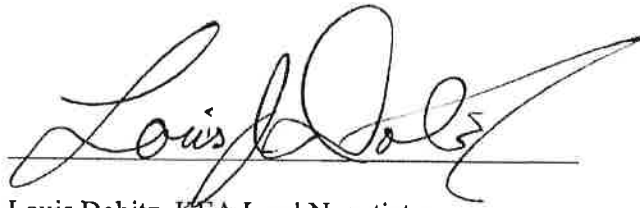
The Killdeer Public School board shall make available a minimum of three (3) Master Teacher positions per year subject to administration's recommendation and Board approval and shall make these positions a part of the Extracurricular Salary Schedule. These positions shall be subject to the contract language in the Master Agreement between the Killdeer Public School Board and the Killdeer Education Association (KEA) and applicable North Dakota Law. An exception to the Master Agreement language shall be that any and all teachers that are offered a contract, as a Master Teacher, shall start on experience step zero (0). The Master Teacher contracts shall be available to any teacher that has served the District at any level (K-12) for a period of twenty (20) years (service time to the District need not be consecutive), and are recommended by the administration and approved by the School Board. The duties/job description of the Master Teacher shall include teacher mentoring, student mentoring, school improvement team leader, class advisor, school-wide scholarship committee membership, and additional duties as assigned by administration. The base salary for the Master Teacher contract shall be 1,200.00. A teacher may only serve in the capacity of a Master Teacher for a period of not more than three (3) years total in their tenure at Killdeer Public School. Tenure is defined as total years of service in the Killdeer Public School District.

INTEGRATION CLAUSE: The school board and KEA agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties and that the terms and conditions may not be added to or modified without the consent of the parties, as evidenced by a written amendment attached and made a part of this Agreement. (Adopted March 2022)

CHOICE OF LAW/JURISDICTION: Any disputes between parties arising from this Agreement shall be determined by the laws of the State of North Dakota. (Adopted March 2022)



Pamla Kukla, School Board President



Louis Dobitz, KEA Lead Negotiator

END OF CONTRACT