

## ANAMOOSE PUBLIC SCHOOL

### PROFESSIONAL NEGOTIATIONS AGREEMENT

The Anamoose Board of the Anamoose School District No. 14 and the Anamoose Education Association do hereby agree that the welfare of the children of the Anamoose School District is paramount in the operation of the school and promoted by both parties, and do hereby agree to the following.

#### I. Recognition

The Anamoose School Board, hereinafter referred to as the Board, and the certified non-administrative personnel of the Anamoose Public School, hereinafter referred to as the Association, recognizes that teaching is a profession. The Board recognizes only the majority organized group of the local, as the exclusive representative of the certified non-administrative personnel employed, or to be employed, for the purpose of negotiating on matters of mutual concern.

The Association recognizes the Board as the elected representatives of the people of the Anamoose School District and as the employer of the certified personnel of this district.

Both named parties recognize North Dakota Century Code 15-38.1 as the basis for negotiations in North Dakota Public Schools and do hereby agree to operate in accordance with said law.

#### II. Articles

1. Committee: The negotiated committee shall consist of the Board or its designated representatives and selected members of the Association, hereinafter referred to as the Committee. Membership shall not be in excess of two (2) members from each body.
2. Exchange of Information: Both parties agree to make available, upon request, all information necessary for making proper and sound decisions on matters to be negotiated.
3. Assistance: The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Consultants may sit in on deliberations. Clerical help may also be provided. The financial obligation shall be assumed by the party requesting the assistance, unless mutually agreed upon by both parties.
4. Written Agreement: After arriving at agreement with respect to any matters the Committee shall form a written agreement, including recommendations, to be submitted to the Board and the governing body of the Association. Upon acceptance and approval of such recommendations by both parties, it shall then become effective, and as a part of this document.
5. Previous Agreement: It is agreed by the Board and the Association that upon execution of this agreement that all previous agreements are null and void.

### III. Duration

This agreement shall be in effect immediately upon ratification of both parties and remain in effect for the 2015-2016 school year. In the event a settlement is not reached before the start of the school year, all items of the settlement should be retroactive to the beginning of the school year.

It may be amended by mutual agreement of the same parties that entered into it originally. It will be renewed automatically for a period of one year unless one of the parties shall have notified the other that it will not accept renewal, in which case it will be renegotiated. This negotiation process will start no later than April 15.

In the event a successor agreement is not agreed upon before the termination date of this agreement, all provisions of this agreement shall remain in full force and in effect until an agreement is reached.

Interpretation - "Renewed automatically for one year means that all increments provided for in the current agreement will advance on the salary schedule for the subsequent school term. In this case, the 2015-2016 school year."

### ARTICLE I - SALARIES

New teachers are allowed full credit for years of experience. One half credit experience is counted as full credit when bringing in experience. Less than one half credit is dropped. All contracted teachers will annually move to the next step on the salary schedule. If, however, less than full-time teachers shall be granted full-time teaching contracts, the number of steps the teachers would receive shall be determined by the total of actual teaching time accumulated during the less than full-time years. Both under graduate hours and graduate hours shall be acceptable for lane changes. Teachers are to verify by official transcript or by other written means additional hours that are obtained before the eighth day of September in the school term to the superintendent so he may notify the clerk. Any hours not so reported will be excluded from the teacher's salary for the entire school term. Fringe benefits and leave for part time personnel shall be prorated on a percentage basis according to the percentage listed on the contract.

#### 2015-2016 Salary Schedule

BA/BS	+8 Sem.	+16 Sem.	+24 Sem.	MASTERS
37000	37500	38000	38500	39000

#### **One-Line Language**

All current faculty salary will be used to create a base line salary for each individual staff member.

All newly hired teachers will be allowed to bring in all years of experience at a rate of \$350 per year.

Each faculty salary will receive a \$2500 increase for the 2015-2016 school year.

All negotiated increases to the base salary will result in an across the board increase to all teacher's base line salary.

Any teacher whose salary falls below the minimum annual salary of that teacher's applicable education lane will have his/her salary adjusted up to the minimum annual salary of that educational lane.

No returning teacher shall receive less salary than a newly hired teacher with the same or less years of teaching experience and on the same educational lane.

Teachers shall be paid for required in-service days not included as contract days at the rate of \$150/day.

The Board will follow the salary schedule but reserves the right to add an extended contract of up to 4 weeks (maximum pay of 1/180 of appropriate step on salary schedule for each day) to industrial arts or home economics. The board may deviate from the salary schedule to compete for hard to find personnel such as speech therapists, teachers of the learning disabled, etc. The AEA would be apprised to all such deviations and good faith searches would take place prior to any exceptions to the agreement. All salaries to be reviewed annually.

#### EXTRA DUTY SCHEDULE

4-5-6 (Pee Wee) Basketball	700.00
Athletic Director	300.00
Academic pursuit	25.00 per meet
Ticket Takers	All teachers required to work a minimum of 2 activities. \$20.00 per night or use 2 nights for a season pass

Extra curricular activities duty assignments are to be assigned as needed to fill positions by the superintendent.

In cases of cooperative extra curricular activities, the joint boards shall retain the right to develop their own extra duty schedule which may exceed the above but shall not drop below the extra duty schedule.

#### Article II - TFFR

The Anamoose School District agrees to fully fund the districts allotment and teacher allotment for TFFR on salary plus assessments paid in lieu of salary.

#### ARTICLE III - CHANGE IN CONTRACTED DUTIES

If possible, the administration will notify the teacher as to additions or changes in their contract by at least one month before the beginning of school. If not notified, the teacher should contact the school to verify contracted duties by collect person-to-person phone call. One time only.

The superintendent shall have the right to make such assignments, as in his/her opinion the educational program demands.

#### ARTICLE IV - FURTHER EDUCATION

Following guidelines and regulations for North Dakota Educator's Professional Certificate, a teacher must receive six (6) semester hours of under graduate or graduate credit every five years or the teacher's contract will not be renewed. All extra courses taken for credit should be in each respective teacher's major or minor field. If the school board requests a teacher to take courses for the purpose of becoming qualified to teach or serve in another capacity, the position will be posted for 10 days and all teachers interested will submit an application for that position within 10 days of the final posting day. The school board will then select a teacher that shall be reimbursed, by the school district, for the cost of the tuition and textbooks only.

In addition, 12 clock hours of approved in-service above and beyond the state mandated professional development and the required local faculty meetings shall be obtained during each school year which includes one week prior to the starting date, or any other time with approval by the superintendent. Failure to obtain shall result in loss of salary increment for succeeding years.

Attend 12 hours of professional development obtained through NCEC, NDEA or other administrator approved professional development that are non-school hour activities.

#### ARTICLE V - MEDICAL INSURANCE BENEFITS

A contribution of 73% of a single policy, 41% of a single plus dependent, and 28% of a family policy of the School Group Insurance will be provided by the school district. The valuation may be applied to an alternate medical plan only if the teacher does not qualify for the school group plan based on the group plan's requirements. The teacher shall pay the difference between the single policy premium and applicable premium if additional insurance coverage is requested. This difference will automatically be deducted from the teacher's gross salary unless the school board is notified otherwise by the teacher. For the teacher not joining the medical group plan, a taxable cash option \$1800 will be provided. All insurance benefit payments can only be made directly to the insurance company. All Medical Insurance benefits are to be pro-rated on the basis of the employee's full time equivalency.

A flexible spending plan is available as a benefit.

#### ARTICLE VI - SICK AND MATERNITY/PATERNITY LEAVE

A. A teacher shall earn sick leave at the rate of 10 days per year. If said teacher leaves the system after using unearned sick days, the teacher shall pay back on a proportionate basis of one day per month, each day of pay determined by substitute pay of current year.

B. Unused sick days may accumulate to a maximum credit of 75 days of sick leave per teacher.

Upon termination of employment in the district, a teacher who has been in the system for less than 10 years shall be reimbursed for each day of unused accumulated sick leave in excess of 40 days (to a maximum of 35 days) at the rate of \$12.00 per day. For teachers who have been in the system for more than 10 years the district will pay \$12 for all unused sick days throughout years of service to the district. \*If no written record is available for past years of service - use average of available year's information. A \$50.00 bonus will be paid, at the end of the school year, to any teacher not using any sick leave during the year.

C. Sick leave with pay shall be allowed whenever a teacher's absence is found to have been due to said teacher's or said teacher's immediate family's (spouse, children, grandchildren or parents/parent-in-laws) illness and/or disability which prevented his/her attendance and performance of duties on that day or days. In order for the teacher to qualify for sick leave pay, the school district may require a teacher, if absent more than 4 consecutive days, to furnish a medical certificate from a qualified physician as evidence of illness or disability, indicating that such absence was due to illness or disability. However, the final determination as to eligibility for sick leave (meaning policy to call in a second doctor's opinion at the district's expense) is reserved to the school district.

D. A medical certificate may be required after 4 consecutive days of absence. Teacher is to be notified before returning to work.

E. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher. Loss of pay and benefits shall result when accrued sick leave has expired.

F. For teachers with less than 30 accumulated sick days, ten additional maternity/paternity leave days may be granted with total maternity/paternity and sick leave days not to exceed 30 days. For teachers with 30, or more, sick days accumulated, no maternity/paternity granted.

G. A sick bank will be established. The AEA will set up requirements and guidelines and will administer said requirements and guidelines.

#### ARTICLE VII - PROFESSIONAL LEAVE

Three days a year in major or minor field or extra curricular coaching (athletic or academic) - for educational purposes if approved by the superintendent and non-accumulative.

#### ARTICLE VIII - PERSONAL LEAVE

The board will grant 4 days personal leave per year. Payment for unused personal days will be at substitute pay. Two days of personal leave can be carried over to the next school term. Total personal days cannot exceed 6 days per year. Days carried over to the next year will not be eligible for reimbursement. In addition, the following provisions shall be in effect.

- A. No more than 3 teachers will be permitted to take personal leave on the same school day.
- B. Notification for leave must be filed with the superintendent four (4) days in advance. The superintendent may waive the four-day provision in emergency situations.

- C. Unless waived by the superintendent or the school board, personal leave shall not be granted for the following days:
  - 1. The first five (5) days of the school term.
  - 2. The last five (5) days of the school term.
  - 3. The superintendent may waive this if absence is due to weather or emergency situations.
- D. If employee exceeds personal leave days, the board will consider emergency leave on individual circumstances.

#### ARTICLE IX - LEAVE OF ABSENCE

A leave of absence can be requested by a teacher. The request will be granted only if the board approves.

If a leave of absence is granted, the teacher will notify in writing to the Superintendent no later than March 1 of intention to return or not to return. The failure to notify by this deadline date will be considered a resignation.

#### ARTICLE X - PAYROLL PERIODS

The sixteenth day of the month is designated as payday. The teacher shall have the choice of ten or twelve pay periods. No advanced payments will be made.

#### ARTICLE XI - MASTER AGREEMENT GIVEN TEACHERS

All teachers who have signed a contract will be issued a master agreement prior to the start of school in the fall. New teachers will be issued a master agreement with their contract. This shall be the responsibility of the board.

#### ARTICLE XII - CURRICULUM COMMITTEE

The Curriculum Committee for input in changes in the curriculum will consist of the teacher from the department being changed, an elementary, secondary and one administrator. The administrator will select the elementary and secondary teacher for the committee. All members of this curriculum committee shall be staff members or perspective staff members.

A suggested committee of an elementary, secondary teacher and an administrator will be formed to write curriculum. A stipend for curriculum writing team will be budgeted up to five teachers at \$12.50 an hour for max. of 30 hours during the summer. If there is a conflict for summer writing time alternate times may be arranged. Up to 8 hours of required in-service for curriculum writing may be used.

#### ARTICLE XIII - 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 a termination of this contract by the teacher, prior to the completion of the contract terms, results in damages to the school district which are extremely difficult to actually ascertain. In an effort to fix a 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 the period from:

June 1 - June 30	\$1000.00
July 1 - July 15	1500.00
July 16 - July 31	2000.00
August 1 - end of term	2500.00

The school board may, in its sole discretion and by reason of extenuating circumstances, release a teacher from their contract and/or waive part of or all of such liquidated damages.

#### ARTICLE XIV - MASTER CONTRACT GRIEVANCE PROCEDURE

A. A grievance shall mean a claim by a teacher, group of teachers, the Anamoose Education Association or the Anamoose School Board that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this agreement.

B. The grievance will be expressed in the following manner:

1. The grievant or his representative shall first present their grievance(s) in writing and orally discuss the grievance with his principal or immediate supervisor.
2. If no settlement of the grievance is established, the grievant or his representative shall discuss the written grievance orally with the Superintendent of Schools.
3. If the grievant is not satisfied with the results of the oral discussion, he may submit his grievance to the Superintendent in writing not later than five working days after the verbal discussion. The superintendent shall, within five working days of receiving the written grievance, make a decision and return it to the grievant, orally and in writing.
4. After five working days, if the grievant is not satisfied with the written decision, then he must notify the Superintendent and both written documents will be submitted to the designated negotiation team. The negotiation team then will establish a reasonable time line to act on and present its decision to the Anamoose School Board and Teachers for ratification. If there is no ratification, the grievance will go back to the negotiation team for further study and a final decision will be submitted in writing.

C. Exceptions To The Limits - When a grievance is submitted on or after May 1, time limits shall consist of all working days, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

D. No Reprisals - No reprisals of any kind will be taken by either party because of his / her participation in this grievance procedure.

E. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

F. Forms for filing grievances, reports, recommendations, and other pertinent documents will be made available by the board.

#### ARTICLE XV - MISCELLANEOUS PROVISIONS

A. Management Rights

All terms and conditions of employment not specifically covered by this Agreement shall continue to be subject to the Board's exclusive direction and control and shall not be the subject of negotiations during the term of this Agreement.

**B. Effect of Contract**

The board and the teachers agree that the terms and conditions set forth in this contract represent the full and complete understanding and commitment between the parties and that said terms and conditions may not be altered, changed, added to, deleted from, or modified without the mutual consent of the parties in amendment, written and attached and made part of this contract.

**C. Saving Clause**

Should any article, section or clause of this contract be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this contract to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the contract if not affected by the deleted article, section or clause.

**D. Individual Contracts**

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

**E. Ratification**

IN WITNESS WHEREOF, signatures of the duly authorized representatives of the Association and the Board indicate that his contract has been ratified by the Anamoose Education Association and the Anamoose School Board.

Dated this 30<sup>th</sup> day of April, 2015.

EDUCATION ASSOCIATION

\_\_\_\_\_  
President

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President

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Secretary