

Jan Olson

**MASTER CONTRACT AND AGREEMENT**

**Between**

**Beulah School Board**

**and**

**Beulah Education Association**

**for**

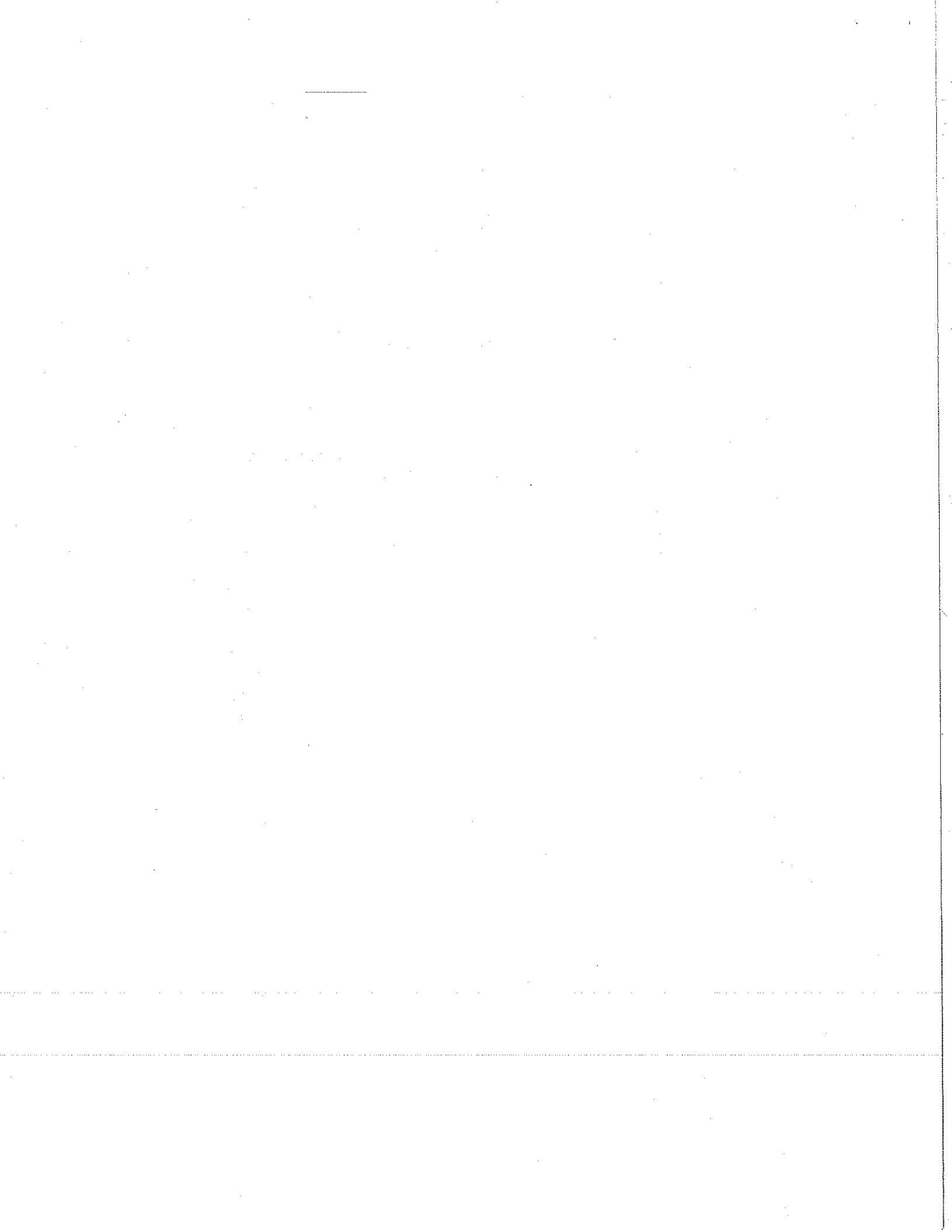
**The 2013-2014 and 2014-2015 School Years**

**(Revised 5-23-13)**

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701-281-7236



<b>2013-2014 Beulah Salary Schedule</b>						
<b>Lane 1</b>	<b>Lane 2</b>	<b>Lane 3</b>	<b>Lane 4</b>	<b>Lane 5</b>	<b>Lane 6</b>	<b>Lane 7</b>
<b>BS</b>	<b>BS+15</b>	<b>BS+30</b>	<b>DM</b>	<b>MS</b>	<b>MS+15</b>	<b>MS+30</b>
\$35,334	\$36,099	\$36,864	\$37,864	\$38,364	\$39,129	\$39,894

<b>2014-2015 Beulah Salary Schedule</b>						
<b>Lane 1</b>	<b>Lane 2</b>	<b>Lane 3</b>	<b>Lane 4</b>	<b>Lane 5</b>	<b>Lane 6</b>	<b>Lane 7</b>
<b>BS</b>	<b>BS+15</b>	<b>BS+30</b>	<b>DM</b>	<b>MS</b>	<b>MS+15</b>	<b>MS+30</b>
\$36,934	\$37,699	\$38,464	\$39,464	\$39,964	\$40,729	\$41,494

- 1) Above is the base salary schedule for teachers employed by the District for 186 days.
- 2) The district shall provide each contracted full time teacher with a \$1,850 across the board in 2013-2014 and a \$2000 across the board increase in 2014-2015 to the teacher's salary compensation package and each part time contracted teacher will receive the proportional amount (example: 5/7 contracted teacher will receive 5/7 of the across the board increase).
- 3) For each year of experience granted a newly hired teacher will receive \$400.
- 4) Ninety days or less of the previous experience in another system shall be counted as no year. Ninety-one days or more shall be counted as one year.
- 5) Additional credit hours accrued by a teacher prior to the beginning of the school term shall be counted in determining salary for that school term. Transcripts must be turned in to the Business Manager by September 1 or the adjustment will not be made until the following year.
- 6) Hours earned for credit to move over on the salary schedule must be graduate credits. Undergraduate credits must be pre-approved by the administration or the School Board and must be in the major or minor areas of concentration.
- 7) National Board Certified Teachers will receive an incentive of \$1,000 a year for as long as they maintain their National Board Certification.

**BEULAH CO-CURRICULAR SCHEDULE**

<b>ACTIVITY</b>	<b>RATE</b>	<b>2013-14 SALARY</b>	<b>2014-15 SALARY</b>	<b>THEREAFTER ADD/YEAR</b>	<b>PAID THROUGH</b>
Head Boys Basketball	100	4900	5000	100	District
Assistant	75	3675	3750	75	
Freshmen	63	3087	3150	63	
Jr. High	50	2450	2500	50	
Head Football	100	4575	4675	100	Regular Season
Assistant	75	3431	3506	75	
Freshmen	63	2882	2945	63	
Jr. High	50	2288	2338	50	
Head Girls Basketball	100	4900	5000	100	District
Assistant	75	3675	3750	75	
Freshmen	63	3087	3150	63	
Jr. High	50	2450	2500	50	
Head Volleyball	100	4600	4700	100	District
Assistant	75	3450	3525	75	
Jr. High	50	2300	2350	50	
Head Wrestling	100	4600	4700	100	State
Assistant	75	3450	3525	75	
Jr. High	50	2300	2350	50	
Head Track	100	4200	4300	100	State
Assistant	75	3150	3225	75	
Jr. High	50	2100	2150	50	
B/G Track	130	5460	5590	130	State
B/G Assistant Track	98	4099	4197	98	
B/G Jr. High Track	65	2730	2795	65	
Head Cross Country	100	3350	3450	100	State
Assist. Cross Country	75	2513	2588	75	
Jr. High Cross Country	50	1675	1725	50	
B/G Cross Country	130	4355	4485	130	State
B/G Assistant CC	98	3283	3381	98	
B/G Jr. High CC	65	2178	2243	65	
Head Golf	100	3050	3150	100	Regional
Assistant Golf	75	2288	2363	75	
Jr. High Golf	50	1525	1575	50	
Head Speech	100	4200	4300	100	State
Assistant Speech	75	3150	3225	75	
Jr. High Speech	50	2100	2150	50	
Head Baseball	100	4200	4300	100	
Assistant Baseball	75	3150	3225	75	

Activity	% of Base 2013-14	2013-14 SALARY	2014-15 SALARY	THEREAFTER ADD/YEAR
HS Instrumental	65	3185	3250	65
HS Vocal	60	2940	3000	60
Jr. High Instrumental	25	1225	1250	25
Jr. High Vocal	25	1225	1250	25
Summer Marching Band	5	245	250	5
Drama (2 Productions)	45	2205	2250	45
MS Drama	20	900	920	20
School Paper	50	2450	2500	50
Yearbook	60	2940	3000	60
Drill Team	30	1470	1500	30
Cheerleading/Per Sport	30	1470	1500	30
Football Cheerleading	15	735	750	15
Jr. High Cheerleading	15	735	750	15
Weight Training	45	2205	2250	45
FFA	65	3185	3250	65
Assistant FFA	50	2450	2500	50
FCCLA	40	1960	2000	40
FBLA	30	1470	1500	30
Jr. Class Advisor	10	490	500	10
Close Up	20	980	1000	20
Honor Society	20	980	1000	20
MS Student Council	40	1960	2000	40
HS Student Council	40	1960	2000	40
Elementary Music	5	245	250	5
International Club	20	980	1000	20
HS Concess. Manager	40	1960	2000	40
MS Concess. Manager	20	980	1000	20
Football Concessions	5	245	250	5
Student Congress	30	1470	1500	30
Web Page Coodinator	25	1225	1250	25
MS Team Coodinator	20	980	1000	20
AdvanceEd Director	13	637	650	13
AdvancEd Chair	6	294	300	6
Science Olympiad	15	735	750	15
Webcasting	20	940	760	20

**\*IF A SEASON EXTENDS BEYOND THE SEASON SPECIFIED IN THIS DOCUMENT, COACHES WILL BE PAID FOR THE ADDITIONAL LENGTH OF THE SEASON.**

Experience --\$25/year times weighted factor. Experience pay will be paid for only a) experience in the Beulah Public School District and b) experience is transferable within the same assignment.

### Leave Of Absence For Education

Teachers in the Beulah School System may take a leave of absence with the following stipulations:

- a) The teacher has been in the Beulah School System at least four years.
- b) An agreement is made by the teacher, superintendent, and the Board for any leave.
- c) No compensation will be granted to the teacher.
- d) The leave of absence must be used for furthering education in the field of elementary or secondary education.
- e) No more than a combined total of two teachers will be granted for a "Leave of Absence for Education" and a "Leave of Absence" in any given school year.
- f) Notice will be given by the teacher requesting a leave of absence to the School Board prior to contracts being issued.
- g) A leave of absence will be no longer than one year.
- h) Seniority will not accrue during the time of such leave, but said teacher will retain all previous years of experience credited under the provisions of this agreement.

### LEAVE OF ABSENCE

A leave of absence without pay may be granted to certified staff with the assurance of a position with the District the following year under the following conditions:

- A. A written request must be submitted to the Superintendent by March 15 of the school year preceding the requested leave of absence. In the event of extenuating circumstances, the Superintendent may waive the deadline date.
- B. Seniority will not accrue during the time of such leave, but said teacher will retain all previous years of experience credited under the provisions of this agreement.
- C. All teachers on a leave of absence will be subject to the school districts RIF plan under the same conditions as any other teacher in the system.
- D. Teachers with less than four (4) years teaching experience in the Beulah School District will not be granted a leave of absence.
- E. No more than a combined total of two teachers will be granted for a "Leave of Absence" and a "Leave of Absence for Education" in any given school year.
- F. Anyone granted a leave of absence must provide a written notice either delivered in person or by certified mail to the school district of his/her intention to return or he/she is considered to have tendered his/her resignation. The notification must be received by the Superintendent prior to March 15 of the year of the leave.
- G. A request for leave based on extenuating circumstances will be handled on a case by case basis by the Superintendent of Schools.

## INSURANCE

The Beulah School district agrees to provide an 80/20 split of the Health insurance premium, for the policy provided by the district (with the district contribution being 80% of the premium). This section shall also be in compliance with the District's Section 124 Plan Design Guide. The five items shown below are a part of the Plan Design Guide.

1. Those electing the family health insurance will receive 80% of a family health insurance policy premium paid by the district.
2. Those electing the single with dependent health insurance will receive 80% of a single with dependent health insurance policy premium paid by the district.
3. Those electing (if applicable) the husband/wife health insurance will receive 80% of a husband/wife health insurance policy premium paid by the district.
4. Those electing the single health insurance will receive 80% of a single health insurance policy premium paid by the district.
5. Those not electing to take the health insurance will receive a \$1,200 cash option which will be distributed as an employee contribution in accordance with the District's 403b and Cafeteria 125 (Flexible Spending) Plans.

## CONTRACT DAYS

Teachers will be contracted for 186 days. The four days in the contract beyond the 182 days will be used in the following manner: Three days of teacher in-service and one day as a teacher work day.

## SICK LEAVE

Sick Leave Policy: Each teacher shall be credited with 11 days of leave at full or their contract proportional salary at the beginning of each school year. Up to 6 days of the original 11 days granted per year may be used by the teacher for personal illness and medical appointments for themselves or their immediate family (Immediate family will be interpreted to include the employees's: a.)spouse; b.)children, step children, foster children (age 22 and under); c.)spouse's children (age 22 and under); d.)other family members living in the household.)

The other 5 days may be used as Paid Time Off. All unused days will be rolled over into sick days for personal illness and medical appointments. Unused sick leave days shall be allowed to accumulate to 120 days.

As a point of clarification, 120 days of sick leave may be carried over at the end of the year. When the 11 days are credited at the beginning of the year, a teacher who carries over 120 days will start the new year with 131 days.

This will sunset at the end of this Master Contract and will revert back to the 2009-2011 definition. It will be subject to future negotiations.

All unused personal days as of May 31, 2015 will be paid out at the 2014-15 rate of sub pay.

## BEREAVEMENT LEAVE

A teacher may request up to four (4) days for bereavement leave per incident in the case of the death of an immediate family member. The employee, upon specific approval from their immediate supervisor, may be absent for the purpose of attending a funeral. Immediate family will be interpreted to include husband, wife, son, daughter, step-child, foster child, father, mother grandmother, grandfather, brothers or sisters, brothers or sisters-in-law, sons or daughters-in-law,

fathers or mothers-in-law, stepparents, grandchildren, uncles or aunts, and nephews or nieces. An employee may be granted one day of bereavement leave to serve as a pallbearer for funerals not included in the above definition.

The number of days of bereavement leave approved will take into consideration the relationship and travel time necessary.

Bereavement leave days are to be deducted from accumulated sick leave.

#### PROFESSIONAL LEAVE

Professional leave is available with the approval of an administrator and can include school visitation.

#### TEACHING EXPERIENCE

A teacher may bring in all of their years of teaching experience from outside the Beulah system.

#### TEACHER SUB PAY DURING PREP PERIOD

Teachers requesting pay for substitute teaching during their prep period will be paid based on 1/7 of current substitute pay. Teachers will be required to keep a log of sub time during their prep hour and turn the log into the business office quarterly for reimbursement.

#### TUITION REIMBURSEMENT

The Board will reimburse a teacher up to \$90 per semester hour, not to exceed 6 semester hours. Tuition reimbursements will be paid based on contracted full time equivalency.

#### PAYDAY

Payday is the 5<sup>th</sup> and the 20<sup>th</sup> of each month. When such a day falls on a weekend or school holiday, checks will be issued on the preceding workday. A teacher may choose either 20 or 24 payments.

#### COMMITTEE WORK

Professional staff members will be paid \$15 per hour for any District committee work done outside the school year.

#### JURY DUTY

When a staff member is called to jury duty, he/she may keep his/her regular pay and turn in the jury pay to the School District. The teacher may retain his/her reimbursement for mileage and expenses.

#### FTE

Salary benefits are prorated to full time equivalent. Example: Teaching two periods at the high school equals 29% benefits.

#### REDUCTION IN FORCE

In the event the Beulah Public School Board determines that it is necessary to terminate or reduce the full-time equivalency of employees with continuing contracts, the administration shall attempt to accomplish this by attrition. In the event the necessary reduction in force cannot be adequately accomplished by attrition, the teacher with the least number of seniority points, as described hereafter, will be released first. This release will take place provided there are persons



within the district who are fully certified as well as qualified to replace the released person. The layoff of staff mentioned above shall be accomplished consistent with this agreement and in accordance with the following procedure:

1. A Seniority List, specifying the order of seniority based on the chart of Seniority Factors and Seniority Points contained herein, of each teacher shall include the discipline areas in which a teacher is certified and qualified. Said list shall be prepared by the Superintendent and forwarded to the President of the Beulah Education Association as soon as reasonably possible following the execution of this agreement and annually thereafter on October 1. If no challenge to the list is made by the Association or individual within thirty (30) days of receipt of the list, the list stands as written.
2. Years of service is defined as a number of years of service a teacher has been employed as a teacher in the Beulah Public School System.

Starting Date: Length of service shall be determined as years of teaching in the Beulah Public School System from the teacher's initial date of employment, i.e. the first day on the job (not hiring), by the Beulah Public School System.

Certification/License: Shall be defined as a teacher having completed a state approved program in teacher education and having been granted by the college a major(s) or minor(s) which has been verified by DPI. Additional endorsement may be granted by DPI under certification regulation. Further approval to teach courses or fields may be granted by satisfying DPI criteria as set forth in the DPI Accreditation Manual.

Part-Time Service: Beginning with the 2002-03 school year teachers that are not full-time teachers will receive only a fractional part of their seniority points based on their contracted full-time equivalency. This means that a .5 FTE teacher will receive only 50% of their total seniority points in all categories except extra-curricular assignments. Full credit will be granted for extra-curricular assignments. (Example: In calculating their seniority points for the current year a 1.00 FTE teacher has accumulated 20 points plus 6 points for extra-curricular assignments for a total of 26 points. If this teacher would have been a .75 FTE teacher they would have received 21 points ( $.75 \times 20 + 6 = 21$  points) for this year. The 21 points will be added to the total of all points received in prior years to determine the teacher's total seniority points.

Tie Breaking: A) In cases involving teachers who have identical seniority points, preference for retention or recall shall be given to the teacher who has the highest point total in academic training. B) Should seniority and academic training point totals be equal, the School Board will determine which teacher will be retained and/or recalled.

3. Layoff: Layoff shall mean an unpaid leave of absence for a period of 24 calendar months from the last day of school in the year in which the reduction takes place.

Seniority Points: To the extent possible, natural attrition shall be used to reduce positions. In the event it becomes necessary to reduce the number of teachers within the school system, the teacher within a category with the lowest amount of points for the type of position needing to be reduced will be laid off first. If said teacher is qualified to fill another type of position and has more seniority points than a teacher currently filling that

type of position, the latter shall be laid off and the former will be retained. For example, if a math position needs to be eliminated, the teacher with the least number of points in the math department will be laid off. If said math teacher is qualified to teach science and has more points than a science teacher, the science teacher with the least number of points will be laid off. This process of "bumping" may continue indefinitely but only to determine who is laid off. Administrative judgment will be used to insure the best possible assignment of remaining staff.

Categories: For the purposes of this agreement, categories shall include the following:

K-8

7-12

There shall be no crossover between categories. Within specialist areas (Music, Physical Education, Library, and Chapter I) crossover is permitted.

A teacher's current assignment determines his/her category. In the case of teachers assigned exclusively to the 7<sup>th</sup> and 8<sup>th</sup> grade, the teacher will be placed in the category he/she is certified to teach. If such a teacher is certified for both, he/she must choose one. Any teacher assigned to grades beyond a given category (5-12) for example will be placed in the category which most closely matches his/her assignment. If this cannot easily be determined, the committee (outlined later in this policy) will determine category placement.

Seniority Factors and their assigned point values are listed as follows:

<u>SENIORITY FACTORS</u>	<u>SENIORITY POINTS</u>
* Each full year of service	8 per year
* Each semester hour in addition to a Bachelor's Degree	1 per credit (max of 35)
* Master's Degree	40 points
* Each semester hour in addition to a Master's Degree	1 per credit (max of 35)
* Doctorate Degree	80 points
* Experience in other districts	1 per year (max of 7)
* Second major	5 points each
* Minor	4 points each
* Area of concentration or minor Equivalency (must be documented By DPI or the standards board)	3 points each

To receive points for graduate credit each teacher must provide copies of appropriate college transcripts to the Business Office so they can be documented. The graduate credit document created and maintained by the Business Manager will be used to determine seniority points for college graduate credit.

Extracurricular Assignments: The teacher's current contract will be used to determine extracurricular points. Points may be accumulated backward from the current contract

year up to a total of seven continuous years. All points earned within an "Extracurricular Category" ("Athletic" or "Other Extracurriculars") currently maintained by a teacher will be counted. Switching activities within a category will count as continuous service and, thus, points for both activities will count.

Points may not be accrued for extracurricular service in an "Extracurricular Category" not listed on a teacher's current contract. For example, a teacher who formerly was yearbook advisor but now is assistant track coach will not receive points for the yearbook service since the two positions are in different extracurricular categories.

Extracurricular seniority points are derived from the extracurricular schedule in the negotiated agreement. A 100% position receives 6 points. All others are a percentage of 6 points. If the extracurricular schedule changes, the seniority points must too.

Part-Time Service: Part-time teachers will receive a fractional part of their seniority points based on their contracted full-time equivalency. This means that a .5 FTE teacher will receive 50% of their total seniority points in all categories except extra-curricular assignments. Full credit will be granted for extra-curricular assignments.

## SENIORITY FACTORS

## SENIORITY POINTS

### Extracurricular Categories

<b>1) Athletic</b>	
Head Boys Basketball	6.0
Assistant Basketball	4.5
Freshman Basketball	4.5
Junior High Basketball	3.0
Head Football	6.0
Assistant Football	4.5
Freshman Football	4.5
Junior High Football	3.0
Head Girls Basketball	6.0
Assistant Girls Basketball	4.5
Freshman Girls Basketball	4.5
Junior High Girls Basketball	3.0
Head Volleyball	6.0
Assistant Volleyball	4.5
Junior High Volleyball	3.0
Head Wrestling	6.0
Assistant Wrestling	4.5
Junior High Wrestling	3.0
Head Track	5.0
Assistant Track	3.8
Junior High Track	2.5
Boy's and Girl's Track	5.9
Boy's and Girl's Asst. Track	4.4
Boy's and Girl's Jr. High	3.0
Head Cross Country	5.0
Assistant Cross Country	3.8

Jr. High Cross Country	2.5
Boy's and Girl's Cross Country	5.9
Boy's and Girl's Cross Country Asst.	4.4
Boy's and Girl's Cross Country Jr. High	3.0
Head Golf	3.2
Assistant Golf	2.4
Jr. High Golf	1.6
Head Speech	5.0
Assistant Speech	3.8
Jr. High Speech	2.5
Head Baseball	5.0
Assistant Baseball	3.8

**2.) Other Extracurricular:**

HS Instrumental	3.9
HS Vocal	3.6
JH Instrumental	1.5
JH Vocal	1.5
Summer Marching Band	.3
Drama	2.7
MS Drama	1.2
School Paper	3.0
Yearbook	3.6
Drill Team	1.8
Cheerleading (per sport)	1.8
Football Cheerleading	1.8
JH Cheerleading (per sport)	.9
Weight Training	2.7
FFA	3.9
Assistant FFA	3.0
FCCLA	2.4
FBLA	1.8
Junior Class Advisor	.6
Close Up	1.2
Honor Society	1.2
MS Student Council	2.4
HS Student Council	2.4
Elementary Music	.3
International Club	1.2
Activities Director	6.6
HS Concession Manager	2.1
MS Concession Manager	1.2
Football Concessions	.8
Student Congress	1.8
Web Page Coordinator	1.5
AdvanceEd Director	.8
AdvanceEd Chair	.4
Science Olympiad Advisor	.9

4. Recall means the right to return to service during the layoff period in the discipline from which the teacher was originally laid off in the reverse order in which said teacher

was laid off, or to fill a position in another discipline in which the teacher is certified or can become certified for recall pursuant to the above agreement in Sections 1, 2, and 3. The layoff period is 24 months.

- A. A teacher will not build seniority points or have any recall rights under the provisions of this contract when hired for a position that:
1. Has become open after July 15<sup>th</sup> of the current calendar year, and if reduction in force is due to declining of enrollment or lack of funds.
  2. Due to the awarding of one time reallocated federal funds, to fill a position created to allow us to accept these funds, and is released through the reduction in force policy due to unavailability of the reallocated funds the following year.
- B. Timing: The School Board shall make every effort to notify the Beulah Education Association of any contemplated reduction in force prior to April 1 of the school year in progress.
- C. The least senior certified teacher(s) shall be notified in writing, by certified mail of a contemplated nonrenewal, as provided by state law in the North Dakota Century Code.
- D. When a teacher covered by this agreement has been placed on layoff in accordance with the provision of this Article, said teacher shall be placed on a recall list for the 24-month layoff period. If not recalled during this period, the teacher's recall rights under this policy shall terminate. To be eligible for recall, a teacher must have on file with the School District prior to the finalization of the seniority list his/her evidence of certification required pursuant to statute.
- E. During the layoff period, any person on the recall list may accumulate seniority points through further academic training and/or the addition of majors, minors, or areas of certification.
- F. In the event of recall, the teachers shall be notified by certified mail to their address of record with the Superintendent and must advise the school board of their acceptance of the position being offered within thirty (30) days following the date of mailing or fourteen (14) days following the receipt of said notice whichever comes first, or forfeit all recall rights.
- G. A teacher on the recall list may refuse to accept an offer of a position of less than half time without forfeiting his/her recall rights for the duration of the recall period. If a teacher refuses a half time or more position, his/her recall rights are forfeited. However, should a teacher who is reduced from a full-time position refuse a less than half-time position which is accepted by a less senior teacher on layoff and, following such acceptance and the beginning of the school year, should such a less than half-time position be restored to full-time status, the less senior teacher having accepted the position shall not be displaced by the more senior teacher.

Teachers who wish to retain eligibility for full-time positions shall so advise the Superintendent in writing at the time of their initial acceptance of part-time

employment that they would prefer not to continue part-time during the subsequent school year. Teachers who wish to retain eligibility for part-time positions shall so advise the Superintendent in writing at the time of their initial acceptance of full-time employment that they would prefer not to continue full-time during the subsequent school year. In no event shall the retention of eligibility for assignment to a full or part-time position exceed the length of the recall period.

- H. All salary and benefits (including seniority points) to which a teacher was entitled at the time of layoff shall be restored in proportion to his/her new assignment upon reemployment within the recall period.

A committee will be established to determine point totals and settle any and all complaints regarding placement, accumulation of points, or application of the reduction-in-force policy.

The committee shall consist of the following persons: the school Superintendent and the President of the Beulah Education Association.

Any teacher who questions or objects to their accumulation of points under the reduction-in-force agreement or the application of the staff agreement to their teaching position shall, in writing, notify the Superintendent of such an objection or question within thirty days of when the teacher knew or should have known of the objections. Within five days after the receipt of the written objection, the Superintendent shall schedule a meeting of the committee to review the written objection and make a decision. The Superintendent shall give notice to the teacher to allow the teacher to attend the meeting. The teacher, at the meeting, can present any facts which the teacher deems relevant to the committee. At the close of the teacher's presentation, the committee members shall discuss the objection and shall render a decision to the teachers in writing within five days. If the teacher disagrees with the committee's decision he/she may utilize the school district's grievance procedure.

#### GRIEVANCE PROCEDURE

The purpose of the grievance procedure is to provide a written step-by-step procedure that guarantees the right of the employees to administrative "due process", to assure fairness and equity. Employees are to feel free to use these procedures. Therefore, no employee or administrator shall discriminate against, coerce or interfere with any employee, administrator, witness or representative, for their involvement in the presentation or adjudication of any grievance.

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

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

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

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

issue a decision independent of the persons who have issued previous decisions or who may issue latter decisions regarding the grievance.

It is usually desirable for an employee and his or her immediate supervisor to resolve problems through free and open communication. It is the intention of the School Board to encourage the resolution of grievances as near the point of origin as possible. Therefore, an employee with a grievance shall first discuss it with the principal or immediate supervisor. When requested by the employee, a representative of the employee's choosing may assist in this resolution. However, should such informal process fail to satisfy the employee, then a grievance may be processed as follows:

Formal Process -- The formal process begins with the employee who is filing the grievance preparing a written statement containing his/her name, address, and telephone number; school building, address, telephone number, and name of principal; the condition, situation et cetera being grieved and why; and the requested remedy. The written grievance must be signed and dated by the aggrieved. The employee may be represented and accompanied by a representative of his/her choosing at any step in the process. The employee filing the grievance must be present at each step in this procedure.

Definitions -- A grievance is a claim based upon an event or condition about which an employee feels dissatisfaction and must be directly related to the terms of the employee's individual contract with the School District, or the terms of the negotiated agreement(s) between the School Board and the officially recognized representative organization must be directly related to the terms and conditions of employment.

Day as used herein shall be considered a school day and the time limits set shall be considered a maximum.

Representative of the employee's choosing may include but not be limited to legal counsel or a representative of the Beulah Education Association.

Step 1: An employee may present a grievance in writing at any time to his or her immediate supervisor provided that the term or condition of employment giving rise to the grievance still exists at the time the grievance is presented. The supervisor shall make every effort to resolve the grievance, and shall within ten (10) days of the filing of the grievance, render a written answer on the grievance.

Step 2: If no agreement is reached or the time elapses without answer as outlined in Step One, the aggrieved employee may present the written grievance to the superintendent of schools. This step must be initiated within four (4) days of the supervisor's written decision, or within fourteen (14) days of the filing of the grievance in the event the supervisor fails to provide a written answer. The Superintendent shall personally work with the aggrieved to seek an equitable solution within ten (10) days. A written response shall be made to the grievant within the same ten (10) days. The aggrieved employee may appeal the Superintendent's decision to the School Board within four (4) days after receiving the written decision, or within fourteen (14) days of the filing of the grievance in the event the Superintendent fails to provide a written answer. The School Board's decision is final.

DURATION

The provisions of this Agreement will be effective as of July 1, 2013 and will continue and remain in full force and effect until June 30, 2015. Said agreement will automatically be renewed and continue in full force and effect for additional periods of one year unless either the Board or the Association gives written notice to the other not later than ninety (90) days prior to the expiration date, or any anniversary thereof, of its desire to reopen this agreement and to negotiate over the terms of successor agreement. The Board and the Association may mutually agree to reopen negotiations at any time on any selected articles of this Agreement and to extend the remaining articles without further negotiations and the terms of a successor Agreement must take place at the request of either party providing proper notice is given. In witness thereof, duly authorized representatives of the Association and the Board hereto set their hands and seals this 22nd day of May, 2013.

SAVINGS CLAUSE

If any portion of this Agreement is found to be contrary to law, either through court or legislative action, only that portion is deleted and the remainder of the Agreement is in force.

SIGNATURES

DATED \_\_\_\_\_,

\_\_\_\_\_  
Todd Wolstenholm  
Chairman of the Board

DATED \_\_\_\_\_,

\_\_\_\_\_  
Jeff Frank, Lead Negotiator  
Beulah Education Association



**ADDENDUM TO MASTER CONTRACT  
FOR 2013-14 AND 2014-15 SCHOOL YEARS**

The Beulah School Board Negotiations Committee and the Beulah Education Association committee Negotiations Committee met between May 1, 2013 and May 21, 2013. It was agreed the following changes will be made to the Master Contract.

**SALARY SCHEDULE BASE**

2013/2014

- Base (Lane 1) increase to \$35,334
- 0% (of base) and \$1850 across the board salary increase

2014/2015

- Base (Lane 1) increase to \$36,934
- 0% (of base) and \$2000 across the board salary increase

**SICK LEAVE-new policy as follows**

- Sick Leave Policy: Each teacher shall be credited with 11 days of leave at full of their contract proportional salary at the beginning of each school year. Up to 6 days of the original 11 days granted per year may be used by the teacher for personal illness and medical appointments for themselves or their immediate family (Immediate family will be interpreted to include the employees' s: a.)spouse; b.)children, step children, foster children (age 22 and under); c.)spouse's children (age 22 and under); d.)other family members living in the household.).

The other 5 days may be used as Paid Time Off. All unused days will be rolled over into sick days for personal illness and medical appointments. Unused sick leave days shall be allowed to accumulate to 120 days.

As a point of clarification, 120 days of sick leave may be carried over at the end of the year. When the 11 days are credited at the beginning of the year, a teacher who carries over 120 days will start the new year with 131 days.

This will sunset at the end of this Master Contract and will revert back to the 2009-2011 definition. It will be subject to future negotiations.

All unused personal days as of May 31, 2015 will be paid out at the 2014-15 rate of sub pay.

As representatives of the Beulah School board and Beulah Education Association we agree that the following changes have been made in the Master Contract for the 2013-2014 and the 2014-2015 school years.

\_\_\_\_\_  
School Board Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Beulah Education Association Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Beulah Education Association Representative

\_\_\_\_\_  
Date