

EDMORE PUBLIC SCHOOL DISTRICT  
COMPREHENSIVE AGREEMENT  
2013-2014, 2014-2015 School Years

COPY

**PREAMBLE.**

The School Board of the Edmore School District, Edmore, North Dakota and the Edmore Education Association do hereby agree that the welfare of the children of the Edmore School District is paramount in the operation of the school and will be promoted by both parties. The parties do hereby agree as follows:

**ARTICLE I. RECOGNITION.**

**Section 1. Association Recognition.**

The School Board of the Edmore School District hereinafter referred to as the Board, recognizes that teaching is a profession. The Board recognizes the Edmore Education Association, hereinafter referred to as the Association, as the bargaining representative for all full-time/part-time licensed teachers of the School District engaged in classroom teaching, but excluding the principals and superintendent.

**Section 2. Board Recognition.**

The Association recognizes the Board as the elected representatives of the people of the Edmore School District and as employers of the certified personnel of the Edmore School District.

**ARTICLE II. PROCEDURES.**

**Section 1. Directing Requests.**

Requests for negotiation meetings from the Association normally will be made directly to the superintendent or his representatives. Requests from the superintendent or the Board, or their representatives, will be made to the president of the Association. A mutually convenient meeting date shall be set and a meeting held within five (5) days of the date of request.

**Section 2. Meetings.**

Meetings for the purpose of negotiations shall be mutually agreed upon. Requests for changes in date or time shall be made through the superintendent's office.

**Section 3. Assistance.**

The parties may call upon competent professional or lay persons to render advice relative to the negotiations. Further, the cost of such assistance shall be borne by the party securing the assistance. The cost of secretarial assistance will be shared equally by both parties.

**Section 4. Exchange of Information.**

The Board, or the Association, upon request from the opposite party, shall provide accurate information which is normally considered public information. Examples of such information would include financial resources of the district and salary schedules of area schools.

**ARTICLE III. TEACHER RIGHTS.**

**Section 1. Statutory Savings Clause.**

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

**ARTICLE IV. ASSOCIATION RIGHTS.**

**Section 1. Use of School Mail Service.**

The Association shall have the right to use school districts' mail services and teachers' mail boxes for communications to teachers.

## **ARTICLE V. LEAVES.**

### **Section 1. Sick Leaves.**

An employee's unused sick leave bank can be accumulated up to 65 days with an additional 15 days granted at the beginning of each contract year, not to exceed 80 days total for that contracted year. The allowance can be used for absences caused by illness or disability of the teacher. Eight (8) days per year may be used to stay at home with an immediate family member. Immediate family being defined as: spouse, grandparents, parents, brothers, sisters, children and grandchildren of the employee and his/ her spouse. This also includes individuals for whom the employee is current legal guardian. Pregnancy/Maternity disability will be treated as any other illness/disability. The Board may request a second doctor's opinion concerning a teacher who has been absent due to illness for an extended time. The Board will pay the cost for the second opinion and may select the doctor. The Board may request a doctor's confirmation concerning a teacher who has been absent due to illness for four (4) or more days. An employee may use up to 12 days for adoption leave to be deducted from accumulated sick leave. Additional days may be granted upon approval of superintendent and school board.

### **Section 2. Professional Leave.**

Each teacher shall be credited with teacher professional leave. The teacher planning to use a professional business day must first receive the approval of the administration.

### **Section 3. Emergency Leave.**

At the beginning of each school year, each teacher shall be credited with a 2-day emergency leave allowance, accumulative to six (6) days. The emergency leave is to be used for such things as death or serious illness requiring hospitalization or immediate medical attention in the immediate family. Three (3) days of emergency leave per year may be used to attend a funeral not in the immediate family. The teacher must receive the approval of the superintendent.

### **Section 4. Personal Leave.**

At the beginning of each school year, each teacher shall be credited with three (3) days, accumulative to five (5), to be used for personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal business day shall provide the administration with sufficient time to hire an acceptable substitute teacher. Each unused personal day above the five days will be reimbursed at an equivalent to one contracted day and will be added to their tenth check. One personal day may be split into half days.

### **Section 5. Sabbatical Leave.**

Teachers who have been employed by the district for four (4) years shall be eligible to apply for a leave of absence of one (1) year without pay subject to Board approval on an individual basis. A teacher going on sabbatical leave is guaranteed his/her job back, contingent on the application of the guidelines in the district's reduction in force policy. A teacher on sabbatical leave must notify the Board in writing of his/her intent to return or not return by February 15<sup>th</sup> of the school year that the sabbatical is granted. Upon returning the employee will stay at the same step on the salary schedule as when they left.

## **ARTICLE VI. INSURANCE.**

Hospital and health insurance is paid for all full-time teachers up to \$4000.00 maximum for the 2013-14 contract agreement and the minimum to maintain grandfather status or no less than \$4000.00 for the 2014-15 contract agreement. Teachers will have the option of transferring salary to provide full medical insurance. Teachers under contract for 50% time or greater will have their insurance benefit prorated accordingly.

## **ARTICLE VII. EXTRACURRICULAR SCHEDULE ACTIVITY**

See appendix A.

## **ARTICLE VIII. SALARY SCHEDULE**

See appendix B.

## **ARTICLE IX. NORMAL TEACHING LOAD.**

### **Section 1. Normal Teaching Load.**

In grades K-6, the normal teaching load will be established so that each teacher will receive two hundred fifty (250) minutes per week of preparation time. The remainder of the day will be spent in classroom instruction.

The normal teaching load in the high school (7-12) in a seven-period day is five (5) classes, one study hall and a prep period or six (6) classes and a prep period. The prep period will be fifty (50) minutes per day.

### **Section 2. Teacher Training.**

State required semester hours of credit every five (5) years shall be compulsory. Each teacher will receive an increment on the schedule each year after 4 credits have been earned. Courses must be applicable graduate courses; exceptions to this must be cleared by the superintendent. In order to receive payment for credits earned, notification must be submitted to the superintendent for approval by September 1 of the current school term.

### **Section 3. Absence in Excess of Leaves.**

The Board will deduct 1/185 (or as constituted by the legislation) from the teacher's yearly gross salary for each day he/she is absent in excess of negotiated leaves. All leaves in excess of negotiated leaves will require individual School Board approval.

### **Section 4. Extended Employment.**

Those teachers having extended employment contracts will be paid at the rate of 1/185 (or as constituted by the legislation) of the teacher's salary. Teachers will be required to work eight (8) hours for each day counted, and may be expected to use a time clock at the discretion of the administration. Extended employment will be determined by administrator recommendation. The number of days a teacher works on extended contract may vary.

### **Section 5. Substitute Teacher Pay.**

Teachers that substitute during their prep hour will be reimbursed at 1/7 of a contracted day of said teacher's salary.

## **ARTICLE X. MISCELLANEOUS PROVISIONS.**

### **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. Savings Clause.**

Should any article, section, or clause of this 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 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 a teacher shall be expressly subject to the terms and conditions of this agreement, except in the case where the Board is unable to fill teaching vacancies in critical need areas. Signing bonuses may be utilized as needed to fill existing vacancies. If an individual contract contains any language inconsistent with this agreement, this agreement for its duration shall be controlling.

**ARTICLE XI. AMENDMENT.**

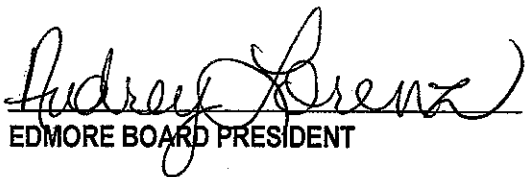
The provisions of this agreement may be amended, deleted, or added to with the mutual consent of both parties involved.

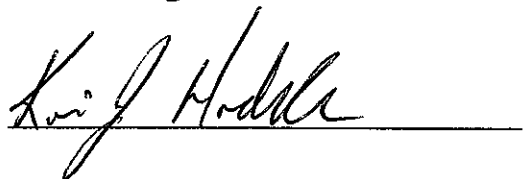
**ARTICLE XII. DURATION.**

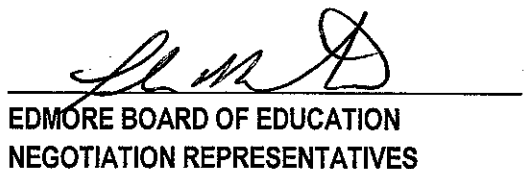
**Section 1. Binding Period, Continuation, and Renegotiation.**

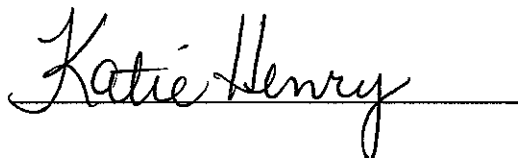
The provisions of this agreement will be effective as of July 1, 2013, and will continue and remain in full force and effect until June 30, 2015. Said agreement will automatically be renewed and continue in full force and effect for additional periods of one (1) year unless either the Board or the Association gives written notice to the other not later than February 15, or anniversary thereof, of its desire to reopen negotiations.

In addition, both parties expressly recognize that negotiations on 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 hereunder set their hands and seals this 21<sup>st</sup> day of May, 2013.

  
EDMORE BOARD PRESIDENT

  
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EDMORE BOARD OF EDUCATION  
NEGOTIATION REPRESENTATIVES


  
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EDMORE ASSOCIATION  
NEGOTIATION REPRESENTATIVES

**ADDENDUM TO 2013-14, 2014-15 COMPREHENSIVE AGREEMENT**

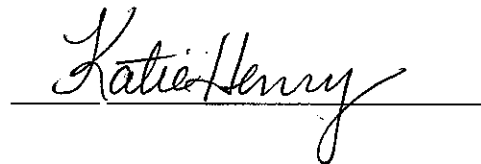
**ARTICLE XIII. OFF SCHEDULE TEACHERS**

Due to the significant pay rate change for any teacher moving from their appropriate steps and lanes on the deleted Schedule B to the new Master Schedule, in the calendar year 2013-14 the teacher will receive \$2000 onto their current salary. In the calendar year 2014-15, the teacher will receive \$1000 onto their current salary.

  
Edmore Board President



  
EDMORE BOARD OF EDUCATION  
NEGOTIATION REPRESENTATIVES



  
EDMORE ASSOCIATION  
NEGOTIATION REPRESENTATIVES

5/21/2013

**EXTRACURRICULAR SCHEDULE ACTIVITY**  
**2013-2014**

**APPENDIX A**

<u>ACTIVITY</u>	<b>2013-2014</b>	<b>2014-15</b>
HEAD BB COACH (BOYS & GIRLS)	\$ 3,869.71	\$ 3,985.80
B-SQUAD BB COACH (BOYS & GIRLS)	\$ 2,465.83	\$ 2,539.80
C-SQUAD BB COACH (BOYS & GIRLS)	\$ 1,899.32	\$ 1,956.30
GRADE BB COACH (BOYS & GIRLS)	\$ 1,445.09	\$ 1,488.44
PEE WEE BB COACH (BOYS & GIRLS)	\$ 1,187.59	\$ 1,223.22
		\$ -
HEAD BASEBALL COACH	\$ 2,762.46	\$ 2,845.33
JV BASEBALL COACH	\$ 1,381.23	\$ 1,422.67
HEAD VOLLEYBALL COACH	\$ 3,770.83	\$ 3,883.95
JV VOLLEYBALL COACH	\$ 2,465.82	\$ 2,539.79
HEAD FOOTBALL COACH	\$ 3,770.83	\$ 3,883.95
JV FOOTBALL COACH	\$ 2,465.82	\$ 2,539.79
JR HIGH FOOTBALL COACH	\$ 1,445.09	\$ 1,488.44
GOLF COACH	\$ 2,060.00	\$ 2,121.80
		\$ -
TRACK (BOYS & GIRLS 9-12 & JR HIGH)	\$ 2,762.46	\$ 2,845.33
TRACK (BOYS OR GIRLS 7-12 SEPARATELY)	\$ 2,024.98	\$ 2,085.73
JR HIGH TRACK (BOYS & GIRLS COMBINED)	\$ 1,445.09	\$ 1,488.44
JR HIGH TRACK (BOYS OR GIRLS SEPARATELY.)	\$ 1,058.84	\$ 1,090.61
		\$ -
GYMNASTICS - HEAD COACH	\$ 3,770.83	\$ 3,883.95
GYMNASTICS - BEAR NECESSITIES ASSISTANT (LIMIT OF 2)	\$ 392.43	\$ 404.20
GYMNASTICS - TEDDY BEARS ASSISTANT (LIMIT OF 2)	\$ 392.43	\$ 404.20
		\$ -
PEP BAND	\$ 554.14	\$ 570.76
STAGEBAND	\$ 818.85	\$ 843.42
POP SINGERS	\$ 818.85	\$ 843.42
VOCAL & INSTRUMENTAL CONTEST	\$ 861.08	\$ 886.91
		\$ -
SPEECH	\$ 1,257.63	\$ 1,295.36
YEARBOOK	\$ 1,507.92	\$ 1,553.16
FCCLA	\$ 861.08	\$ 886.91
DECA	\$ 861.08	\$ 886.91
JR-SR BANQUET ADVISOR	\$ 431.57	\$ 444.52
PROM ADVISOR	\$ 861.08	\$ 886.91
SCIENCE FAIR	\$ 185.40	\$ 190.96
DRAMA CLUB - PER PLAY (FALL/SPRING SESSION)	\$ 738.51	\$ 760.67
SADD ADVISOR	\$ 861.08	\$ 886.91
SADD ASSISTANT	\$ 430.54	\$ 443.46
	\$ 53,885.49	\$ 55,502.05

Extra-curricular salary is to be pro-rated on an activity not completed. No money will be paid if the activity is not held.



