

MASTER CONTRACT 2016-2017

FORDVILLE-LANKIN SCHOOL DISTRICT #005

ARTICLE I LEAVES

Section 1. Sick Leave

At the beginning of each school year, each teacher shall be credited with twelve (12) days sick leave. Sick leave may be taken for teacher illness, disability or death in the immediate family. Immediate family is defined as wife, husband, child, parents or grandparents, sister or brother of either the teacher or spouse. After three (3) consecutive days, a physician's statement will be required. The unused portion of such allowance shall accumulate from year to year to a maximum of seventy (75) days. Sick leave is accumulated on the basis of one day for every fifteen (15) days of teaching. A new teacher may use up to twelve (12) days sick leave prior to earning it. However, if the teacher leaves before the end of the school year and has taken all twelve (12) days sick leave, the teacher will reimburse the school district for those sick leave days not earned.

Teachers who are employed less than full time shall receive a pro-rated portion of the 12 days each year which may accumulate up to a maximum of 75 days. At the beginning of each school year, the Board shall furnish a written statement to each teacher setting forth the teacher's unused sick leave credit.

Section 2. Maternity and Paternity Leave

The pregnant teacher shall provide written notice from her doctor concerning the time before and after the delivery as to when the teacher may work. Fathers shall be allowed up to three (3) days of paternity leave. The teacher may deduct this leave from sick leave or have this leave without pay, at the discretion of the

teacher.

Section 3. Personal Leave

At the beginning of each school year, each full-time teacher shall be credited with four (4) days to be used for personal business. A personal business day may be used for any purpose at the discretion of the teacher. Personal days can be accumulated to a maximum of five (5). A teacher planning to use a personal day or days shall notify the superintendent or his designee at least 2 days in advance except in case of emergency. No personal leave will be granted five (5) days prior to, nor five (5) days immediately following Christmas vacation nor the first ten (10) working days or the last ten (10) workings days of the school year. In an emergency or for other good cause, the administration may grant leave during these periods. Requests for personal business days shall be honored in the order of requests, but no more than **two** teachers shall be absent on any one day. Each teacher shall have the right to sell to the School District four (4) unused personal days at 100% of the current substitute teacher pay per day at the end of each school term.

Section 4. Leave of Absence

Teachers may request a year leave of absence by submitting a request to the Board directly or through the Administration. Any and all 'Leave of Absence' shall be granted by the School Board of Education. Such requests shall be submitted sufficiently in advance to allow the school to seek and employ a suitable replacement should the leave be approved. A March 1 deadline is required. The teacher granted a year leave shall not receive any compensation of any kind during the year of leave. If the teachers wishes to remain in the health insurance program, he/she is responsible for his/her own premium

costs during the year of leave. Teacher approved for leave of absence shall return to a teaching position for which they are certified. They shall retain salary and benefits which were accrued prior to the leave. Failure to return at the agreed time will constitute a resignation of the teacher.

ARTICLE II SUBSTITUTE TEACHERS

Section 1. Partial-day Substitutes

Partial day substitutes shall be paid at the rate of \$14.29 per period.

ARTICLE III HEALTH INSURANCE

The School Districts will provide (56%) of a single policy for the 2016-2017 school year for each full-time teacher enrolled in the Districts' Blue Cross/Blue Shield plan. This amount (56% of a single policy) would be applied toward either a single, family or single plus dependent Blue Cross Blue Shield policy. The School Districts will pro-rate the allowable coverage for each part-time teacher enrolled in the Districts' Blue Cross/Blue Shield plan. There will be no alternative options for employees who do not use insurance.

ARTICLE IV SALARIES

Section 1. Employment Policy

One Line Salary Schedule

2016-2017

BA	+12	+24	+36	+48	MA	+12
34,000	34,500	35,000	35,500	36,000	36,500	37,000

The School Districts may grant initial credit up to eight (8) years of teaching experience for new hires.

. This policy is not retroactive for teachers presently employed by the School District. The district will pay every full time teacher a \$2000 increase to his/her present compensation package.

Column placement for new hires is determined by the number of graduate credits. For each year of experience granted a newly hired teacher, he/she will receive an amount of \$500.

The district will not raise the base salary above what is mandated by state statute unless mutually agreed upon by both the FLEA and the Board.

No 'new to the profession teacher' will receive more in compensation than any teacher currently employed by the district.

Twelve (12) graduate semester hours are required to qualify for the next step in column placement. Teachers having a BA plus 12 hours, or a BA plus 24 hours, or a BA plus 36 hours, or a BA plus 48 hours, or a MA, or a MA plus 12 hours will receive increments according to the schedule.

No experience or column increments will be granted unless the teacher meets the minimum state accreditation requirements of graduate credit hours in his/her teaching field to renew his/her license to stay highly qualified.

Section 2. Method of Payment

Salaries will be paid in nine, ten, eleven, or twelve equal payments depending on the election of the teacher at the beginning of the school term and shall not be changed or modified during that school term. Payment method of direct deposit or check will be at the discretion of the employee. The employee shall direct the method of payment to the business manager 10 days prior to the first payday of the contract year.

Normal paydays shall be on the fifteenth of each month. When a payday falls on a

weekend or during a school holiday or vacation, teachers will receive their payment on the last working day preceding such weekend, holiday or vacation.

Section 3. Lunch

On the days a teacher is on noon-duty, he/she will receive the school's noon lunch at no cost to the teacher.

ARTICLE V Right to Manage

The determination and administration of school policy, the operation and management of the school and the direction of employees are vested exclusively in the Board of Education of the Fordville Lankin School District. The school employer is the legally constituted body for those purposes herein named, responsible for the determination and institution of policies covering all aspects of the School District. The school employer must operate in accordance with all statutory provisions of the state, and such other rules and regulations as are promulgated by the State Department of Public Instruction. In accordance with such statutes, rules and regulations, and in accordance with the declared intent of the Legislature in its passage of 15-38.1 NDCC, the school employer cannot and shall not reduce, negotiate, or delegate its legal responsibilities and no provision contained in the Agreement shall be so construed.

ARTICLE VI Contract Limitations

The Board construes and the Association recognizes the specific, express provisions of this Agreement as constituting limitations and being the only limitations upon the Boards' right, power, authority, duties, and responsibilities to manage and direct the operations and activities of the School Districts to the full extent authorized by law.

ARTICLE VII Supersedure of Agreement

This Agreement supersedes and cancels all previous agreements, oral or written or based on alleged past practices, between the school employer and the Association and constitutes the entire agreement between the parties.

ARTICLE VIII Guarantee of Agreement

Should any Article, Section, or Clause of this Agreement 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 Agreement to the extent that it violates the law; but the remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted Article, Section, or Clause.

ARTICLE IX Distribution and Explanation of Agreement

After the Master Contract has been approved and signed by both parties, a copy shall be given to each member of the Fordville-Lankin Education Association, the Fordville Lankin School Board, and the administrative staff. The Board, the administration, and the Association shall meet with one member of each negotiation team as chairpersons. The purpose of such meeting will be to note and to underline in red those parts of the Contract which are new or which represent changes from prior contracts. This meeting will also explain how the new Contract will be implemented.

ARTICLE X Entire Memorandum of Agreement

The parties acknowledge that during the bargaining which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and the understandings and agreements arrived at by

the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the school employer and the exclusive representative, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties as the time that they bargained or signed this Agreement.

ARTICLE XI Term of Agreement

The provisions of this Agreement shall be effective from July 1, 2016, and shall continue and remain in full force, effect to, and including June 30, 2017.

Association Negotiating Person

Board Negotiating Person

Association Negotiating Person

Board Negotiating Person

Date: _____

Date: _____