

# **NEGOTIATION AGREEMENT**

**Hebron Education Association**

**&**

**Hebron Board of Education**

**2015 - 2016**

## **ARTICLE 1 RECOGNITION**

### **Section 1**

The H.E.A., Local #174 recognizes the Board as the elected representatives of the people of Hebron Public School District #13 and as the employer of the licensed instructors of the Hebron Public School District who are employed as part time or full time instructors.

### **Section 2**

The H.E.A. further recognizes that, after consultation on matters provided within this agreement, with the H.E.A., it is the sole responsibility of the Board to make the final decision on all matters pertaining to the entire operation, as well as supervision, of schools within the District as provided by the governing laws of the land.

## **ARTICLE II PROCEDURES**

### **Section 1 Directing Requests**

Requests for meetings from H.E.A. normally will be made directly to the appropriate chairperson of the School Board Committee. Requests from the Superintendent or the Board or their representatives will be made to the president of H.E.A. A mutually convenient meeting date shall be set and to be held within 20 days of the date of the request. Each party will supply a current mailing address to the other party.

### **Section 2 Meetings**

Meetings composed of members of the H.E.A Negotiations Committee and the Board Negotiations Committee shall be called upon written request of any one of the parties. Such meetings shall be held no later than 20 days following the request. Requests for meetings shall contain the reasons for the requested meeting. Meetings shall not be held during regular school hours and shall be scheduled to interfere the least possible with school activities. Official summary minutes will be kept by the board or teachers.

### **Section 3 Exchange of Information**

The Board and Superintendent agree to share with the H.E.A. Negotiation Committee, upon reasonable request, information concerning financial resources of the District. The H.E.A. agrees to furnish the Board and the Superintendent constructive information on behalf of the students, the teachers, and the educational program, for consideration by the Board.

## **ARTICLE III AGREEMENTS**

When agreement is reached, it shall be reduced to writing, signed by both negotiation teams, and presented to the H.E.A. and the Board where it will become part of the official minutes of the Board and the H.E.A. upon approval of the Board and the H.E.A. Such agreement shall constitute a modification of the articles of this agreement.

## ARTICLE IV SALARIES

### Section 1 Schedule

The salary schedule of the District shall apply to all certified/licensed teaching personnel and is attached. All teachers shall be placed on the appropriate level of the salary schedule according to education and teaching experience. Deviation from the salary schedule is the option of the board as outlined in Article XII, Section 1 and 3.

### Section 2 Disability Insurance

The Board of Education will provide each full time instructor a disability policy of 70 percent of salary after 90 approved calendar days of illness. The amount will be prorated per percentage of time spent by teachers who teach less than full-time.

### Section 3 Method of Payment

Each teacher shall be paid his/her salary in **10 or 12** equal payments, whichever he/she chooses. The teacher must decide prior to the first check and then it will remain that way for the full year.

Normal pay days will be on the twentieth (20) day of each month except when a day falls on a federal holiday or weekend, at which time teachers will receive their checks on the last day preceding such a date. All payments will be direct deposit. **Last payments will be made when checkout is complete on a date assigned by administration.**

### Section 4 Payroll Deductions

Payroll deductions shall be made at the teacher's written request.

## ARTICLE V LEAVES

### Section 1 Sick Leave

**Subd. 1.** All full-time teachers shall be credited with sick leave at the rate of ten (10) days for each year of service in the employ of the school district. Part time teachers will have their sick leave, prorated per the percentage of time teaching. They will be allowed to accumulate leaves to the maximum allowed to all staff, just at the prorated rate. If an employed instructor's time were reduced, the accumulated time would not be taken away because of reduction. The new reduced contract would only accumulate to a total of prorated percentage of employment after prior excess accumulated amount is used

**Subd. 2.** Unused sick leave days may be accumulated to a maximum credit of 90 days per teacher.

**Subd. 3.** Sick leave with pay shall be allowed by the Board whenever a teacher's absence is due to illness or disability due to pregnancy, which prevented his/her attendance and performance of duties on that day or days.

**Subd. 4** The School Board may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness, in order to qualify for sick leave pay. A medical certificate may be required for all illnesses exceeding three (3) consecutive days.

**Subd. 5.** In the event that a medical certificate is required, the teacher will be so advised.

**Subd. 6** Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

**Subd. 7** Sick leave shall be approved only upon submission of a signed request upon the authorized sick leave form available at the office.

**Subd. 8.** Sick leave up to five (5) days per incident may be used for serious illness. Sick leave up to five (5) days may also be used for deaths. Sick leave up to (2) sick days may be used for missing school due to inclement weather if the teacher's personal days have already been used. An additional amount of leave may be allowed at the discretion of the Superintendent, who shall be guided by what is reasonable under the circumstances.

## **Section 2 Personal Leave**

**Subd. 1.** A full-time teacher shall be granted a leave of no more than 2 days, for situations that arise requiring the teacher's personal attention which are not covered under other provisions of this agreement. Personal leave will accumulate to 4 days maximum. Such leave will be paid in full. Part time teachers will have their personal leave, as well as accumulated time, prorated per the percentage of time teaching. If an employed instructor's time is reduced, the accumulated time would not be taken away because of the reduction. The new reduced contract would only accumulate to a total of prorated percentage of employment after prior excess accumulated amount is used.

**Subd. 2** Unless waived by the Superintendent of Schools, personal leave shall not be granted for the following days:

1. The first ten (10) days of the school term.
2. The last ten (10) days of the school term.

**Subd. 3** Request for personal leave must be made in writing to the superintendent of schools approval or disapproval at least three (3) days in advance except in the event of an emergency. Deducted for each day absent based on 1/183 of the teacher's annual salary. Teachers taking leave under this subdivision shall not be responsible for payment of a substitute teacher.

**Subd. 4** Subject to the provisions of Subdivisions 2 and 3 of this section, a teacher may be granted personal leave beyond those, which he/she has accumulated. In all cases a full day's pay shall be deducted for each day absent based on 1/183 of the teacher's annual salary. Teachers taking leave under this subdivision shall not be responsible for payment of a substitute teacher.

**Subd. 5** Unused personal leave: The district will buy back unused personal leave at a rate of \$100.00 per day. On May 15 of each current year, the business manager will calculate the number of hours and pay each instructor for any unused personal leave at a rate of \$14.29 per hour for any hours that have accumulated over 14 total hours. Prorated hours will be used for part time instructors.

Reimbursement for unused personal leave will be part of the May payroll check. If instructors desire pay for any additional accumulated personal leave, a request in writing to the business manager will need to be made.

### **Section 3 Professional Leave**

Teachers should be granted adequate time to attend workshops, in-service training sessions, and other meetings to enhance their professional growth. Advance approval from the administration shall be obtained to attend such activities. Teachers shall be granted 2 days to attend professional development activities of their choice. Election/ appointments to state boards and offices do not count towards these 2 days. Professional Development days assigned by administration does not count towards these 2 days.

### **Section 4 Leave Due to the Disability of Pregnancy**

**Subd 1** A teacher shall be granted a leave due to the disability of pregnancy according to the procedure outlined in this section.

**Subd 2** A pregnant teacher shall notify the superintendent in writing not later than the end of the seventh month of pregnancy, and also at such time, provide a physician's statement indicating the estimated date of delivery of the child. At the same time a teacher shall submit a request to the superintendent for maternity leave including a commencement date and return date.

**Subd. 3** The effective beginning date of such leave and its duration, or resignation if the teacher so elects, shall be determined by the teacher and superintendent and submitted to the school board for its action. Each case shall be reviewed on its individual merits taking into consideration the following:

1. The continuity of the instructional program for the students. Maternity leave dates should normally coincide with the start of the school year or the beginning of a marking period.
2. The desire of the teacher.
3. The specific employment duties of the involved instructor.
4. The health and welfare of the teacher or unborn child
5. The recommendation of the teacher's physician.

**Subd. 4** In making a determination under Subd. 3 concerning the commencement and duration of a maternity leave of absence, or resignation if the teacher elects to resign, the School Board, may, but shall not, in any event, be required to:

1. Grant any leave more than 12 months in duration.
2. Permit the teacher to perform her duties within 30 days of the estimated date of delivery or within 30 days after the actual date of delivery.
3. Permit the teacher to return to her employment prior to the date designated in the request for maternity leave unless by mutual agreement of the teacher and the school district.

**Subd. 5** If the teacher complies with all provisions of this section and a maternity leave is granted by the school board, the school board shall notify the teacher in writing of its action.

**Subd. 6** A teacher returning from maternity leave shall be re-employed in the position vacated or in a position for which she is qualified commensurate with a position occupied prior to the leave except when that position has been abolished.

**Subd. 7** Failure of the teacher to return pursuant to the date determined in this section may constitute grounds for termination in the school district.

**Subd. 8** The parties further agree that any maternity leave of absence granted under this section shall be leave without pay.

**Subd. 9** A teacher adopting an infant shall be entitled, upon request, to a leave to commence at any time during the first year after receiving custody, if necessary, in order to fulfill the requirements for adoption.

## **ARTICLE VI**

The school calendar for each year shall be mutually discussed by the administration and the association representative. Final decisions and adoption shall be made by the School Board.

## **ARTICLE VII ADDITIONAL ACTIVITIES**

### **Section 1 Additional Activities**

The normal duties for teachers include a share of extra-curricular, co-curricular, and supervisory activities as determined by the principal, superintendent, and School Board.

### **Section 2 Admittance to Athletic Events**

All teachers and their spouses are to be admitted to all school athletic events free of charge.

### **Section 3 Noon Duty, Morning Detention and Recess Duty**

All teachers who supervise noon duty during the year will receive a free lunch for the day they are on duty. All teachers who supervise recess during the year will receive a free lunch for the day they are on duty. The person who supervises morning detention in lieu of noon duty will also receive free lunch not to exceed the number of lunches a person would receive who does noon duty.

## **ARTICLE VIII LENGTH OF SCHOOL YEAR**

### **Section 1 Length of Contract Period**

The number of days for the school year shall be 183 days. Teachers shall have 175 teacher pupil contact days, 2 days for parent teacher conferences, 3 days for professional development and 3 holidays. This is defined in NDCC 15.1-06-04. The three paid holidays are identified as Veterans Day, Thanksgiving and New Year's Day.

## **Section 2 Emergency Closing**

In the event of a student day or teacher day lost for any emergency, the teacher shall perform duties on that day (weather conditions permitting) or other such day in lieu thereof as the School Board or its designated representative shall determine, if any.

## **Section 3 Modification in Calendar and Length of School Day**

**Subd. 1** Calendar: In the event of an energy shortage, severe weather, or other emergency, the School District reserves the right to modify the school calendar, and if the school is closed on a normal duty day(s) the teacher shall perform duties on such other day(s) in lieu thereof as the School Board or its designated representative shall determine, if any.

**Subd. 2** Workday. In the event of an energy shortage, severe weather, or other emergency, the School District further reserves the right to modify the length of the school day, as the School District shall determine, provided the total number of hours per week shall not be increased.

**Subd. 3** Hours and Contract Year: The school day for any teacher shall be ½ hour before school and ½ hour after the school is dismissed. Teachers are encouraged, however, to remain for a period of time sufficient to attend to any matters which would properly require their attention at the end of the school day. Each teacher shall supervise all such extracurricular activities as contracted for. The administration has the right to call staff meetings prior to or after the school day and attendance shall be required by all staff members unless excused by the administration.

**Subd. 4** Teachers to receive a stipend of \$100.00 per day to develop curriculum aligned with the North Dakota State Content and Achievement Standards. The time and dates for such meetings to be mutually agreed upon by the administration and the faculty members specifically involved in the curriculum development. The standard definition of 7 hours a day will be used and curriculum workdays will not be scheduled on holidays.

## **ARTICLE IX GROUP INSURANCE**

### **Section 1. Selection**

The selection of the insurance policies shall be made by the school board. Consultation will be held with the policy holders. Final decision will remain with the board of education.

### **Section 2 Fringe Benefit**

**Subd. 1** The Hebron Public School District shall pay, as a fringe benefit, in accordance with the negotiating agreement a single health policy. This fringe benefit will be made in compliance with federal and state laws using a Section 125 Flexible Benefit Plan with Horace Mann Insurance Company or other Association and Board agreed administrative agent. The amount will be prorated per percentage of time spent by teachers who teach less than full time.

**Subd. 2** Each individual teacher will receive a \$50,000.00 life insurance policy. The School Board will pay the annual premium. The amount will be prorated per percentage of time spent by teachers who teach less than full time.

## **ARTICLE X BOOKS AND INSTRUCTIONAL SUPPLIES**

Teachers purchasing materials and/or supplies with the advance approval of the administration shall be reimbursed upon submission of such materials and/or supplies and an appropriate receipt of purchase.

## **ARTICLE XI MISCELLANEOUS**

### **Section 1. Understanding**

The School Board and the Association agree that the terms and conditions set forth in the agreement represent the 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. Savings Clause**

Should any article, section, or clause of the agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause shall be automatically deleted from the agreement to the extent that it violated the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of this agreement.

### **Section 3. Copies**

Copies of this agreement shall be printed at the expense of the School Board within sixty (60) days after the agreement is signed and shall be presented to all teachers employed, hereafter employed, or considered for employment by the School Board. The School Board shall also provide ten (10) copies of this agreement to the Association for its use.

### **Section 4. Communications**

The Association agrees to keep the School Board immediately informed of any changes of names along with mailing addresses of the officials serving the association, thus assuring an official and reliable means of communication between the School Board and the Association.



**ARTICLE XII SALARY SCHEDULE**

**Section 1 New Hires Base salary - \$35,700.00**

Ten (10) years of experience may be brought into the Hebron School District. In the best interests of the students, curriculum, patrons, and operations of the school, the board will have the option of paying off of the salary schedule as per NDCC. In case of deviation from the schedule, H.E.A. Local #174's president will be notified.

Hebron Public School will pay \$525.00 for each 8 hours of Graduate Credit up to 40 hours and \$525.00 for a Master's Degree.

A	B	C	D	E	F
BS +8	BS+16	BS+24	BS+32	BS+40	MS
\$525	\$525	\$525	\$525	\$525	\$525

**Section 2 Returning Teachers**

Hebron Public School will pay \$525.00 for each 8 hours of Graduate Credit up to 40 hours and \$525.00 for a Master's Degree.

A	B	C	D	E	F
BS+8	BS+16	BS+24	BS+32	BS+40	MS
\$525	\$525	\$525	\$525	\$525	\$525

Hebron Public School will pay \$525.00 for each 8 hours of Graduate Credit up to 40 hours and \$525.00 for a Doctorates Degree.

A	B	C	D	E	F	G	H
MS+8	MS+16	MS+24	MS+32	MS+40	MS+48	MS+56	PHD
\$525	\$525	\$525	\$525	\$525	\$525	\$525	\$525

Hebron Public School shall provide each contracted full time teacher with a \$525.00 annual increase to the teacher's compensation package and each part time teacher will receive the proportional amount. Additional Teacher's Salary Compensation, if any, will be across-the-board increases as negotiated. **No returning teacher shall receive less salary than a new hire with the same education lane.**

### **Section 3 Additional College Credit (For New Hires and Returning teachers)**

All teachers are to take additional college work every five years. Additional work shall following licensure requirements as set by the North Dakota Educational Standards and Practices Board.

Any hours added by a teacher to be used as cumulative hours toward steps on the salary schedule must receive prior approval by the superintendent. Hours must be earned by the first day of the school term.

### **Section 4 Prep Hour**

All part time teachers will be paid a prep period in accordance with the percentage of time they are contracted.

**ARTICLE XIII DURATION**

The provisions of this agreement will be effective as of July 1, 2015 and will continue and remain in force and effect until June 30, 2016. 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 ninety (90) days prior to the anniversary date of its desire to reopen this agreement or individual articles thereof and to negotiate over the terms of a successor agreement. The School Board and the Association may mutually agree to reopen negotiations at any time on any selected articles of agreement and to extend the remaining articles without further negotiations.

In witness thereof, duly authorized representatives of the Association and the School Board hereunto set their hands and seals this 15<sup>th</sup> day of April, 2015.

**Association Representatives:**

**School Board Representatives:**

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Pres. of HEA Local #174 (date)

\_\_\_\_\_  
President of School Board (date)

\_\_\_\_\_  
Chairperson, HEA Negotiations (date)

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Chairperson Brd. Neg. (date)