

(Yellow highlighted text indicates changes made as a result of the May 2016 negotiated agreement.)

KILLDEER PUBLIC SCHOOL DISTRICT #16
MASTER CONTRACT – May 2016
FOR FISCAL YEAR 2016-2017

BARGAINING FOR A TWO-YEAR NEGOTIATED AGREEMENT: The negotiated agreement ratified this May 2016 shall be a one-year negotiated agreement for the fiscal year 2016-2017. (N.A. May 2016)

SALARY INCREASE:

The Base Salary for the 2016-2017 fiscal year shall be \$40,000 B.S.; 42,200 M.S.; and 44,400 Ph.D. The increase in base will be \$750. (N.A. May 2016)

ADDITIONAL CONTRACT DAY:

The school district shall pay for one extra student contact day as mandated by NDCC moving from 174 to 175 student contact days for the 2011-2012 school calendar.

One day's salary will be added to 2011-2012 contract. One salary day would be calculated as follows: 2011-2012 negotiated salary divided by number of contract days of 2010-2011 Master Contract (183 days). The Master Contract for 2011-2012 shall be for 184 days. (N.A. June 2011)

MASTER DEGREE PAYMENT: Masters degree shall be paid at base plus \$2,200.00. (Language clarification, no change in amount). (N.A. May 2013)

PhD DEGREE PAYMENT: Doctoral degree shall be paid at base plus \$4,400.00. (N.A. May 2013)

ANNUAL EXPERIENCE INCREMENT: Increment amount for veteran teaching staff will be \$700. (N.A. May 2015)

CONTRACT LANGUAGE: The contract language shall read 184 days or equivalent thereof. (N.A. June 2011)

CREDIT FOR YEARS OF PREVIOUS TEACHING EXPERIENCE: ALL licensed staff (new teachers entering the Killdeer system and existing veteran Killdeer staff) shall be allowed compensation of an unlimited number of years of *verified teaching experience at the rate of \$500.00 per year of service.

* A qualifying year of service shall include at least a 0.5 full-time-equivalent (FTE) contract, as determined by the Superintendent. Documentation satisfying this requirement will be determined by the Superintendent. Documentation may include, but not be limited to, signed and dated contracts, TFFR records, notarized letters from former employers and/or colleagues. (N.A. May 2008)

MINIMUM COMPENSATION STANDARDS: Beginning in the 2008-2009 school year, all licensed staff currently contracted with Killdeer Public School shall receive compensation of at least base salary plus \$500.00 per year for years of experience. (N.A. May 2008)

HEALTH INSURANCE BENEFIT: The Family Health Insurance Benefit to be paid by the District is 71% of a family annual premium. Single insurance benefits is 100% of a single annual premium. (N.A. June 2011)

OTHER BENEFITS:

FICA (SOCIAL SECURITY/MEDICARE). The teacher will pay 7.65% of his/her current contracted salary toward Social Security/Medicare Tax (FICA) and the School District will pay a matching 7.65% of the teachers' salary to FICA.

TFFR – The following rates will go into effect July 1, 2014 for Teacher's Fund for Retirement. Employer contribution rates increase from 10.75% to 12.75%. Member contribution rates increase from 9.75% to 11.75%. Killdeer School District will pay 7.75% of the member contribution; member will pay 4%. (N.A. April 2014) Prior to 2012-2013, School District paid full Teacher's Retirement in lieu of salary raise for both curricular and extra-curricular compensation.

SICK LEAVE: (N.A. May 1999)

1. Use and Accumulation – Sick leave will be ten days per year, accumulative to 90 days. Sick leave may be used for the following reasons:
 - a. Illness of teacher
 - b. Hospitalization of immediate family. (Husband, Wife, Son, or Daughter)
 - c. Outpatient surgery of immediate family, (Husband, Wife, Son, or Daughter)
 - d. Child Care /Adult Family Care – A limit of 6 days of accumulated sick leave per year may be used for either child care (18 years and younger) or adult family care. Adult family care may be used to provide care to an adult member of immediate family (husband, wife, son, daughter, or parents). Combined days of childcare sick leave and adult family care cannot exceed 6 days of accumulative sick days. (N.A. May 2015)
2. Buyback Provisions – Sick leave must be bought back at the beginning of a school term. The school district will buy back sick leave, at two-thirds day's salary at current base pay – five days per year after sixty days have been accumulated and ten days after eighty days have been accumulated, optional to all teachers.
3. When going to a doctor or dentist, teachers are required to give written notice of doctor or dentist they are visiting. (N.A. April 1979)

SICK LEAVE BANK:

1. Each teaching staff member will give one day of his/her leave to a sick leave bank when the number of days less than ninety is equal to or greater than the number of teaching staff. Teaching staff members will be the only ones allowed to use the bank. Retired teaches will be allowed to donate a maximum of 15 days to the sick leave bank at the time of their retirement. This bank will not accumulate to more than 110 days. (N.A. June 2011)
2. Each person who needs to use the bank needs to have a majority secret vote of teaching staff members in order to use them. A written request will be given to the superintendent, who will then conduct the balloting. Bank days will be allocated following the use of leave by the requesting staff member.
3. Each member will use all of his/her own sick leave before he/she can begin using the bank. (N.A. May 1999) (June 1998)

PERSONAL LEAVE: Each teacher will be allowed three (3) days personal leave per year. A teacher may carry two days into the next year for an accumulative total not to exceed five (5) days. A teacher

may sell back a maximum of three (3) unused days per year at a payback rate of 2/3 day's base salary. (N.A. July 2007)

EMERGENCY LEAVE:

1. Each teacher may request leave for emergency, compassionate, or family leave. This would include death or critical illness in the immediate family (mother, father, brother, sister, child, spouse, grandparent, grandchild, aunt, uncle, mother-in-law, father-in-law, or other in-laws.) to be granted at the discretion of the Superintendent. (N.A. May 1999)

FAMILY/MEDICAL LEAVE: (Mandated Federal Policy)

1. After all other applicable paid leaves have been exhausted by the employee, each employee shall have the balance of twelve calendar weeks less the paid leave taken for Family/Medical Leave. This leave may be used for the following conditions:

- a. the birth and first-year care of a son or daughter;
- b. the adoption or foster placement of a child;
- c. the serious health condition of an employee's spouse, parent, or child, and
- d. the employee's own serious health condition.

JURY DUTY LEAVE: A teacher called for jury duty will receive their full salary and the Board will receive the teacher's jury salary to hire a sub. (N. A. 1-24-79)

PROFESSIONAL LEAVE:

1. All professional leave will be granted at the discretion of the Superintendent. Expenses incurred for professional leave will be reimbursed when the teacher is asked to attend by either the Board or the Superintendent. (Board Policy)

SABBATICAL LEAVE: An employee may request a leave of absence for professional growth or restoration of health. Request for either leave may not exceed one school year and must be submitted in writing for board approval. A request for leave for restoration of health must also include a written statement by a medical doctor to the effect that such leave is necessary for health purposes, stating the length of time such leave of absence is necessary. Leave under the health restoration revision may be granted for a period of time consistent with the medical doctor's statement but not to exceed twelve (12) months. The duration of the health restoration leave shall be specified in the grant of leave and the Board shall not, in any event, be required to permit the teacher to return to his or her employment prior to the date designated in the grant of health restoration leave.

Leave for health restoration as granted above may be continued, upon requests of the teacher and in accordance with a written statement from a medical doctor to the effect that such extension is necessary for health purposes, for a designated period of time not to exceed one (1) year. Such extension if granted, shall be upon the same conditions as previously stated. At the conclusion of health restoration leave, a statement must be submitted from a medical doctor showing that the health of the teacher concerned is such that he or she is able to return as a full-time employee.

Any leave approved by the Board, at its sole discretion, such leave shall be without pay or fringe benefits for which the employee is eligible during the duration of the leave. Employees granted this leave will be assured of a position at the conclusion of the leave. Employees granted this leave will be assured of a position at the conclusion of the leave, provided written notice of intent to return is received in the office of the Superintendent no later than March 15 of the school year in which the leave is granted. Failure to submit a timely written notice of intent to return shall be deemed to be a voluntary resignation and waiver of the right to re-employment. No experience credit will be earned during this leave. A teacher shall retain the same salary, sick leave, and personal leave upon return. (N.A. May 2000)

LEGISLATIVE LEAVE:

A full-time employee who has been elected to the North Dakota Legislature must be granted a leave of absence for the purpose of serving during any regular or special session of the legislative assembly. A person granted such leave shall not be entitled to receive any salary or fringe benefits during the entire term of leave.

Any person who has had a legislative leave may take unpaid leave for legislative duties in the succeeding year, in which case the district will provide a substitute. The employee is responsible for the organization and coordination of their regular school responsibilities. No request for leave will be necessary when such activity does not interfere with the performance of the employee's duties. (N.A. May 2000)

BREACH OF CONTRACT: In the event of breach of contract on the part of said teacher, said teacher will forfeit to the School District the sum of \$500, up to June 15th; \$1000 up to July 15; and \$1500 thereafter. Such payment shall not be construed as a penalty but as a reimbursement to the School District for the additional expense and inconvenience incurred as a result of such breach. In the event of a breach of contract due to extreme extenuating circumstances said teacher may request a reduced liquidated damages payment amount through School Board action. (N.A. May 2015)

CERTIFIED STAFF PAY POLICY: Certified staff will be paid on the 10th and 25th of each month. (Board Policy)

CLASS SIZE: Killdeer Public School will follow the guidelines for elementary and high school as spelled out in Administrative Rules (67-19-01-36). Every effort will be made to hire a full-time aide for every class over the recommended size, or a floating teacher for any three classes over the recommended size. (N.A. June 2009)

CONTRACTS: Teacher contracts will be more specifically worded: A. The superintendent will consult with teachers regarding extra-curricular assignments before their contracts are typed.

B. Teachers will be allowed 21 days from the date of contract issue to return their contracts to the school. C. The specific date of school starting will be stated. D. Contracts will specify whether elementary teachers will teach primary or intermediate. (N.A. April 2014)

COACHING CONTRACTS: The Coach and advisor contracts will be separate from teaching contracts. (N.A. 2005-06)

WEST RIVER TEACHER CENTER: Board will continue membership in the West River Teacher Center up to an amount of \$300. (N.A. June 2009)

EDUCATION REIMBURSEMENT: Teachers will be reimbursed for undergraduate or graduate hours required and earned during a five-year renewal period of their teaching certificates. Hours must be acceptable for credential renewal. Reimbursement will be at current ND state tuition rate. The teacher will not be reimbursed for hours funded from another source. Partial reimbursement for partially funded hours will be made. The teacher must submit a transcript or college grade report by Sept. 1. Payment will be made to the teacher by Oct. 1. (Board Policy)

EDUCATION REIMBURSEMENT - ADDITIONAL PARAMETERS: After a staff member's credential has been renewed for a five-year period, he/she may receive reimbursement for tuition for the number of credits required by North Dakota for teaching certificate renewal immediately following renewal regardless of any other time factors. Staff members who hold life-time credentials may receive reimbursement for the number of credits required by North Dakota for teaching certificate renewal in any five-year period of time. (N.A. May 2014)

GRIEVANCE PROCEDURE: A grievance is an alleged misinterpretation or inequitable application of the negotiated agreement or of school policy. A teacher with a grievance shall first discuss the complaint with the Principal. If he or she is not satisfied, he or she may take their complaint to the Superintendent. If the aggrieved is not satisfied within an appropriate period of time, he or she may then request and shall be granted a hearing before the Board at their next regular meeting. This notice should be a written request to the Business Manager. The aggrieved and not more than two representatives may present the grievance. At this time, the aggrieved may call witnesses to testify in their behalf. The witnesses may be questioned by the Board and the aggrieved. The Board will submit a solution to the problem or grievance on or before the next regular Board meeting date. The Board's decision shall be final. (N.A. May 1983)

MILEAGE:

Reimbursement for travel will be at the current state rate. The Superintendent will reimburse no mileage without prior approval. (N.A. April 2014)

NDEA CONVENTION: Re: Board Master Policy – Section IV- Instructional Staff 1.48.

PREPARATION PERIOD: Each teacher who uses their daily prep period to sub shall be compensated at 1/7th of 1 day's pay at base. (N.A. June 2003)

ADDITION TO THE PREPARATION PERIOD POLICY: Subject to prior Administration and Board approval, each teacher who uses his/her daily preparation period to teach an approved class shall be compensated at 1/6th of a day's pay. (N.A. July 2007)

STAFF PRACTICUM'S POLICY:

1. Although the Killdeer School District, its Board, and the Administration are supportive of continuing education and providing staff opportunities for that purpose, it will be the policy of the district to limit professional practicum's to those areas for which the staff member is under contract.
2. Exceptions may be granted to this policy by the board in the event that:
 - a. Time assignment or requirement of the practicum is for the staff members' one period (50 minute) prep time only; and/or
 - b. The Staff member requests in writing a voluntary reduction in contract status to allow for the lost contract time, and a suitable (as determined by the administration) substitute is available to fill the released time of the practicum participant.
 - c. Staff members wishing to fulfill a practicum requirement in their contracted areas must receive written approval of their immediate supervisor and superintendent. (Board Policy 12/9/98)

SUBSTITUTES: Substitutes will be provided for absent teachers whenever possible, and substitutes and teachers will be notified as soon as possible after the principal knows of an upcoming absence. (N.A. 1977-78)

VOCATIONAL FAMILY & CONSUMER SCIENCE: The Family & Consumer Science teacher will remain on a 9-month contract with pay for the State Conference and Summer Leadership Training at regular pay with expenses paid by the State. (N.A. 2005-06) Not to exceed 6 days. (N.A. 1978-79) When students qualify for the National FCCLA Conference, the teacher will also receive extended contract to cover the National FCCLA Conference plus expenses paid by the state. (Approx. \$1500) (N.A. June 2004)

RETIRED TEACHERS WHO ARE HIRED INTO THE KILLDEER SCHOOL SYSTEM: A retired teacher may be hired to teach in the Killdeer School system, subject to the regulations governing allowable contracted teaching time as set by the State of North Dakota and the North Dakota Teachers' Fund for Retirement (TFFR).

The teacher may be hired to teach in the system according to the following salary guidelines:

1. If the teacher taught within the Killdeer School system for at least five years, was employed by the school at the time of retirement, and is offered a contract for the succeeding school year, the teacher shall be compensated at his/her final contracted teaching salary, including any increment and base pay increases. Said increases are to be added to the individual's final contracted teaching salary and proportioned according to the amount of his/her new teaching time. Pay will be based on a seven-period day.
2. In case of a time lapse of 12 months or more between the teacher's retirement and reemployment, the teacher shall be entitled to only base salary increases made during the lapse of employment. Said increases are to be added to the individual's final contracted teaching salary and proportioned according to the amount of his/her new contractual teaching time.
3. Retired teachers hired to teach part time shall be entitled to all leave benefits and to health insurance coverage proportioned according to the amount of his/her contractual teaching time.

-(N.A. May 2008)