

RECOGNITION

The School Board (hereinafter known as the "Board") recognizes the Menoken Education Association (hereinafter known as the "Association") as the exclusive representative of all full time licensed personnel exclusively employed, or to be employed by the Board as teachers, except substitute teachers, for the purpose of negotiating.

REPRESENTATION

The Board shall meet with representatives of the Association to negotiate and to make every effort to reach an agreement governing salaries and working conditions.

ARTICLE I

Any portion added, deleted, or changed in any way after final agreement of this document has been reached shall make that portion null and void. This document shall not be a statement of school board policy, but a master contract agreed upon by the Board and the Association. If any item in this contract should be declared in conflict with state laws, only that item will be declared null and void. All other items will remain in effect.

ARTICLE II

When reduction of professionally licensed staff becomes necessary because of declining enrollment, lack of funds, or other necessities, the Board shall make every effort to ensure that full time professionally licensed teachers be separated last. In the event of staff reduction, personnel shall be terminated in accordance with present statutes, fair dismissal procedures, and the district procedures herein.

1. A teacher with the least number of years of teaching experience (teaching experience is defined as number of years employed as a full time teacher) with the Menoken School District will be terminated first unless he or she possesses a credential or degree that fits the needs of the school for accreditation. Teachers with seniority will have the option to attain classes for the needed credential or degree before being terminated or replaced by someone with less teaching experience.
2. If two or more teachers have the same number of years of experience with the system, the teacher with the least education will be terminated first.
3. Any separated personnel will be rehired if any vacancy occurs within nine (9) months from the date of the notice of removal for which he or she is licensed or credentialed.
4. Separated personnel returning to employment will have all accumulated benefits reinstated and will be placed on the salary scale at the level commensurate with their experience and academic preparation.

ARTICLE III

Incoming teachers will be granted credit up to five years of teaching experience in an accredited school system.

ARTICLE IV

The length of the teacher's school day shall be 30 minutes prior to and extended 30 minutes beyond the regular scheduled school hours. The one-half hour before classes and the one-half hour after classes will be teacher preparation time. No teachers shall be asked to supervise students on a regular basis during these preparation periods. Extra curricular activities will be assigned only by mutual agreement of the teacher.

The length of the school year shall not be over 182 days. On Fridays, the teachers will have the option of leaving as soon as their students are gone for the day.

ARTICLE V

Once a contract is signed, it is assumed that a teacher will not request a release during the term of the contract. It is mutually acknowledged that termination of a contract by the teacher, prior to the completion of the contract terms, results in damages to the Menoken School District, which are impractical or extremely difficult to actually ascertain. In an effort to fix compensation which bears a reasonable relationship to probable damages, and which is not disproportionate to reasonably anticipated damages, the following sum shall be paid by a teacher requesting a release from contract, which is approved by the School Board.

1. From June 1st to June 30th - \$0
2. From July 1st to July 31st - \$500.00
3. From August 1st on - \$1,000.00

The request for release from a contract must be postmarked or hand delivered to the business manager by the ending dates of the above (1,2,3) to qualify for that amount. The Board may, in its discretion and by reason of extenuating circumstances, waive part or all of such liquidated damages.

ARTICLE VI

The Menoken School District will pay \$330.00 per year (cumulative to two years - \$660.00) for accredited classes that assist or maintain them as highly qualified teachers. Classes are to be an NDCEL approved teacher's education program. In order to receive payment for credit hours, course work must be completed before the signing of the contract.

ARTICLE VII

At the beginning of each school year, each teacher shall be credited with eleven (11) days of paid sick leave allowance. Teachers shall be permitted to use sick leave on an hourly basis. For purposes of this usage, the hours are from 8:30 a.m. to 3:30 p.m. The unused portion of such allowance shall accumulate from year to year to a limit of forty (40) days. At the end of each school year, the Board shall furnish a written statement for each teacher setting forth the teacher's total unused sick leave credit. This balance of unused sick leave will be carried forward, rounded and paid on a whole or half day basis. Teachers leaving the system shall be paid \$40.00 per day/\$20.00 per half day, for accumulated sick days. Those who have reached the limit of forty (40) days of accumulated sick leave will be reimbursed at the end of the school year at \$40.00 per day/\$20.00 per half day. A teacher may request additional sick leave without pay. Granting such leave shall be at the sole discretion of the Board.

ARTICLE VIII

Two days of personal leave shall be granted to each teacher per year. The unused portion of such allowance shall accumulate from year to year to a limit of four (4) days. If a teacher chooses, substitute salary will be paid for any unused personal leave days at the end of the year beginning with the 2012-2013 school year.

ARTICLE IX

Two professional days shall be granted during the school year to attend workshops, seminars, or related experiences for professional growth as approved by the Board in advance.

ARTICLE X

The Menoken School District shall pay towards retirement in accordance to Model 1 of the Teachers' Retirement Fund.

ARTICLE XI

The salary for teachers employed by the District on a nine-month contract is as shown below:

BA = \$30,000.00 BA+8 = \$30,350.00 BA+16 = \$30,650.00 BA+24 = \$30,950.00

BA+32 = \$31,250.00 MA = \$31,550.00

ARTICLE XII

The provisions of this agreement will be effective July 1, 2015, and will continue to remain in force and effect until June 30, 2017. The said Agreement will automatically be renewed and continued in full force and effect for additional periods of one year unless the Board or the Association gives written notice to the other no later than sixty days prior to its desire to reopen this Agreement or the individual articles thereof and to negotiate the terms of a successor Agreement.

If such notification occurs, the entire Agreement shall be renegotiated. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control and shall not be the subject of negotiations during the terms of this Agreement.

DATED: _____

MENOKEN EDUCATION ASSOCIATION

AMANDA ZABEL

MENOKEN SCHOOL BOARD

PATRICK RICHTER

ADDENDUM A

LEAD TEACHER

MIS01 - Fall Plant Report
MIS03 - Licensed Personnel Report
Fall Enrollment
Annual Certificate of Compliance
Limited English Proficiency Student Survey
Pupil Membership and Classroom Attendance
Consolidated Application
Professional Development
Assessment Survey
Technology Compliance
Fall District Calendar
Spring Calendar

BURLEIGH COUNTY NURSE

Student Immunization Survey

BUSINESS MANAGER

Open Enrollment
Family Transportation
School District Financial Report
Budget and Tax Levy
MIS02 - Report of School District
PER02 - Non-Licensed Personnel Report
Homeless Report
Teacher's Compensation Report
Employee Compensation Report
Food Services