

UNITED #7 2016-2017 MASTER CONTRACT

Article 1. Definition of a Teacher & Highly Qualified

Teachers are defined as full-time or part-time teachers for the purposes of this contract. The part-time teacher's benefits will be prorated according to their percentage of a full-time contract. Federal law dictates that all educators teaching in "core academic subjects" need to be "highly qualified. The core academic subjects are English, Reading or Language Arts, Mathematics, Science, Foreign Languages, Civics and Government, Economics, Arts, History, and Geography. This provision applies to all teachers in core academic subjects in any state that receives Title I funds. "Highly Qualified" means:

1. State Certification/licensing (emergency, temporary, or provisional certification is not acceptable), and
2. Bachelor's Degree, and
3. Demonstration of Competency-Major Equivalency Status

Article 2. Credit for Teaching Experience

Teacher with prior teaching experience shall be given up to nine years credit for such prior experience and shall be placed on the appropriate step of the salary schedule commensurate with said prior experience.

Article 3. Educational Requirements

If, after contracts are signed, a teacher becomes qualified for a higher step on the salary schedule due to attendance of classes during the summer, the teacher's contract will be changed to the amount corresponding to the higher step, subject to the following terms and conditions:

- (a) All credits that can be applied to the salary schedule must have been earned after the BA/BS degree in teaching has been completed.
- (b) Credits earned after school starts will not be applied until the following academic year.
- (c) Qualifying courses must be graduate courses in the major or minor area of responsibility or the field of education.
- (d) If courses are graduate courses but do not otherwise meet the requirements of item (a) but are in a teacher related area, they must have the prior approval of the Superintendent.
- (e) For undergraduate credits to ever count toward the educational requirement, they must have the prior approval of the School Board.

- (f) In fulfilling the requirement of the Department of Public Instruction for accreditation and certification purposes, teachers may use any hours acceptable to the DPI whether or not these courses qualify for the District's educational requirements.
- (g) Teachers previously frozen on Lane 1, BS, can move no more than half their experience or two steps, whichever is less.

Article 4. Sick Leave

Each teacher shall be entitled to ten days absence for personal illness, illness of a child, wife, husband or death in the immediate family. (Immediate family shall be interpreted as husband, wife, child, father, mother, sister or brother, in-laws, grandparents of staff member or spouse, or any other member of the family unit living in the same household, no matter what degree of relationship.) Illness which is of near death nature in the case of members of the immediate family, shall be counted as sick leave, and in the case of death, sick leave can be granted for funeral leave. If a teacher does not complete the school year, and has used more than the proportionate number of sick leave days at the time of leaving the school's employ, one day's salary shall be deducted from the remaining pay for each sick leave day used over the number to which the employee is entitled. For example.... if a teacher leaves at the end of the first semester and has used ten days sick leave, five full days shall be deducted from the final check.

- (a) Ten (10) days of accumulative sick leave during the school year to be used for absences caused by illness or disability of the teacher.
- (b) The unused portion of such allowance shall accumulate to a maximum of ninety (90) days.
- (c) A licensed medical provider's note may be requested by the Superintendent of any sick leave exceeding three (3) days.
- (d) The district shall sever the teacher's pay after the accumulative sick leave has been used.
- (e) A request to the sick leave bank may be made for additional sick leave time. (see article 5)
- (f) The Superintendent will furnish a written statement to each teacher setting forth the teacher's total unused sick leave credit at the beginning of each school year.

- (g) The Board shall buy back all unused sick leave at \$5.00 per day after 5 years in the United #7 School District and \$10.00 per day after 10 years in the United #7 School district. The maximum days of accumulative sick leave allowed is defined in Article 4. Section b. This buy back of unused sick leave will occur when said staff member leaves employment at United #7 School District. The staff member will have to accumulate at least \$50.00 in days to receive the buy back.

Article 4A Maternity Leave

Maternity leave is governed by the sick leave policy. Thirty (30) days paid leave of absence will be allowed and this will be deducted from any accumulated sick leave and personal leave. If there is not enough accumulated leave, it will automatically be deducted from the sick leave bank to total thirty days. Childbirth is to be treated as any other medical condition. Specifically, sick leave is available to be used for pre-delivery and medical service through the time that the mother is medically unable to return to work. A request to the sick leave bank may be made for additional leave time.

Article 4B Family Leave.

Federal law requires that parent (either mother or father) are allowed up to twelve weeks of unpaid leave. 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 Leave. This leave may be used for the following conditions:

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

A request to the sick leave bank may be made for the additional leave time.

Article 5 Sick Leave Bank.

The United #7 School District Sick Leave Bank is a voluntary program.

The Sick Leave Bank is designed to provide additional sick day coverage to all school employees/professionals who incur extended illness or hardship.

Any person who has used all sick days, personal leave days and all other forms of paid days may request use of the Sick Leave Bank.

The request that will be made to the Superintendent as part of the sick leave bank request shall include:

- a. A primary health care provider's statement of medical need (if appropriate)
- b. A hardship statement
- c. A specific number of days requested (see sick leave request form)
- d. The sick leave request form will be given to administration.
- e. The superintendent will be the one that will make the determination as to whether or not the sick leave bank request will be granted or denied. The superintendent will also determine the number of days that will be granted.

Information relating to donated days will be considered "confidential," and will not be released to the teacher making the request. The record of days in the bank, and each of the staff member's accumulated sick leave days, will be kept on active file by the superintendent.

The Sick Leave Bank's first 90 days were donated by the employees of United Public School District #7. The replenishing of the bank days after the initial donation will be done as follows:

- a. At the beginning of each school year, the staff that has reached their maximum days of sick leave (90 days -- professional, 90 days -- ancillary staff) will have those days added the Sick Leave Bank.
- b. The maximum number of days in the Sick Leave Bank will be 90.

- c. If additional days are needed in the Bank for the continuation of one teacher or to meet the needs of additional teachers, other requests to employees will be made.

Limitations. Upon written request by staff and written approval by the Superintendent, there will be no more than twenty (20) days of sick leave granted per application. An employee may apply four times per contract period and be granted no more than 80 days of sick leave from the Sick Leave Bank. No withdrawals from the Sick Leave Bank shall extend beyond the current contract year. The Sick Leave Bank benefits will discontinue once an employee's disability benefits begin. The intent of the Sick Leave Bank is to provide for the gap between sick leave and district provided disability benefits when dealing with a long-term illness/hardship.

**Sick Leave Bank Request Form
United Public School District #7**

Name _____

Number of Days requested _____

Statement regarding hardship/need

***This request must include a primary health care provider's statement of medical need if applicable.**

Signature _____

Date _____

Article 6. Personal Leave.

Each teacher in the United Public School shall have personal leave days.

- a. Each teacher entering United 7 shall be awarded three (3) days of personal leave per year. For the first eight years of employment in the United #7 school district, these days cannot accumulate.
- b. After eight (8) years of employment in United #7, two days of personal leave may be carried over to the next. The maximum accumulation of personal days after eight years is five (5) days.
- c. After three (3) years of employment in United #7, one day of personal leave may be carried over to the next. The maximum accumulation of personal days between four of employment in United #7 through eight years of experience is four (4) days. After eight years of employment at United #7, the maximum is five days.
- d. Unused personal leave days will be bought back at the end of the fiscal year at the rate of \$70.00 per unused day.
- e. Personal days will be granted on a first request basis.
- f. Request for personal leave shall be given to the building principal 24 hours in advance.
- g. Personal leave must be taken in increments of at least one half days.

Article 7. Noon Hour Duty.

Noon hour supervision will be set up to allow for uninterrupted free time during the noon hour and yet maintain proper supervision of the students.

Article 8. Medical Insurance.

The District shall pay the cost of a single membership or 50% of a family membership for Health and Hospitalization Insurance for each teacher desiring to participate in the plan and are members of the school group. The policy must be acceptable to both the Board and the Faculty. The carrier of said insurance program will be accepted through a bidding process under the provisions of the North Dakota Century Code 15-47-15.

Article 9. Life Insurance Plan.

The School Board will provide life insurance for each of the teachers who desire to participate in the plan and are members of the school group. Additional life insurance coverage may be purchased at teacher's expense.

Article 10. Pay Protection Plan.

The School Board will provide disability insurance for each of the teachers who desire to participate in the plan and are members of the school group. This policy would provide coverage after the ninety (90) day accumulated sick leave is used up.

Article 11. Pay Periods.

There shall be two pay periods each month. Checks will be issued on the 15th of each month and the last day of each month. If scheduled dates of pay fall on a Saturday or a Sunday, checks will be issued on the school day prior to the weekend. Teachers have three options:

- (a) Nine month pay
- (b) Twelve month pay with final payments in June
- (c) Twelve month pay receiving checks during summer months

Article 12. Payroll Deductions.

Upon written request of the individual teacher, medical insurance premiums, NDEA dues, DLBEA dues and tax-sheltered annuities will be deducted from their salary. Insurance checks will be taken out of twenty-four checks if teachers elect to chose their checks to be spread out over the twelve month option.

Article 13. Workman's Compensation.

Upon those occasions when a teacher receives a direct salary compensation check from the N.D. Workman's Compensation Bureau, as provided by the State for and injury sustained during his normal work day, the amount of that compensation check shall be deducted from the regular salary check to which the employee is entitled.

Article 14. Liquidation Damages.

It is further stipulated that if a teacher desires to cancel his/her contract prior to May first, a fee of twenty-five dollars shall accompany such request. May first to June first, fifty dollars, June first to July first, two hundred dollars, and thereafter, three hundred dollars. Any request for a teacher to be released from their contract beginning August 1st will have a fee of two thousand dollars (\$2000), and this fee must be paid to the school board before a release will be granted. A military spouse would not have to pay the penalty if orders to transfer were issued to the spouse.

Article 15. Personal/Child Medical Leave

A one-year absence without pay may be granted for personal medical leave or for a medical condition for his/her minor child under the age of 21. The criteria for this leave request involve the following steps:

- a. Eligible teachers must apply to the Superintendent of Schools and such leaves shall be subject to approval of the School Board.
- b. Teachers on leave will be assured a position in the school system at the conclusion of the leave, but reassignment to the same school and teaching area or grade is not guaranteed.
- c. A teacher who returns from leave within the provisions of this section shall retain all previous experience credit for pay purposes under the provisions of this agreement as of the commencement of the leave. The teacher shall not accrue additional experience credit for pay purposes or leave time and fringe benefits shall cease during the period of absence.
- d. Notice of intent to return must be received prior to April 1 in the year of intent to return.

Article 16. Teachers Fund for Retirement.

The school district will pay both sides of TFFR. By law the teacher share is 7.75% for a teacher, and the board share is 8.75%; however, through legislative action the TRRF rate will increase 2% on both the teacher side (9.75% and board side (10.75%) beginning July 1, 2012. Beginning July 1, 2014, TFFR will add another 2% increase to the board's share as well as 2% to the teacher's share of TFFR. Beginning July 1, 2014, the total contribution to TFFR is 24.5% and the board will pay both sides of TFFR.

Article 17. Notice of Vacancy.

If a position is left vacant by resignation or other means, qualified staff members will be notified of said vacancy.

Article 18. Prep Period Pay.

When a teacher gives up a prep period to cover another staff member whose absence is due to 1) unexpected illness 2) school related event or 3) lack of a sub teacher that teacher will be paid the following:

- (a) \$15.00 per time for 40 minutes or more;
- (b) \$12.50 per time for less than 40 minutes

Administrative approval may be granted for other convenience requests, but no pay will be granted.

Article 19. Professional Growth.

The Master Contract will read that within a five -year time frame, a teacher may request from the school district \$300.00 for course or courses taken. When the individual's amount is gone, he or she must wait until the next five years to ask for further funding. Payment for the earned credits will be made at the end of the fiscal year. The teacher is required to submit to the superintendent documentation of earned graduate level credit(s) using a course receipt or course fee slip stating that amount. (This coincides with ESPB's change where six hours of credit will be required to renew a teaching certificate.)

Article 20. Teacher's Salary Schedules

The United #7 2016-2017 base salary will be \$39,000.00. See attached salary schedules.

Article 21. Professional Leave

Two (2) days of professional leave will be granted to each teacher for workshops, clinics, or visitation team members. The Superintendent has the authority to extend the number of days. This leave will be with the understanding that each teacher is to bring back the information that was taught at the workshop or clinic and share with similar teachers or coaches. All professional leave will be subject to approval of the building principal and superintendent upon showing the quality and learning potential for the teachers and coaches.

Article 22. Board or Administrator Meeting

Whenever a teacher is required to appear before an administrator or the Board of Education, the teacher will be given a reason for such meeting and the teacher may be accompanied by representation.

Article 23: Grievance Procedure

(Procedure is attached and is part of the Master Contract)

Duration Clause:

This agreement shall remain in force until the July annual meeting of the Des Lacs-Burlington School Board. This agreement shall automatically be renewed and remain in force until a new contract is ratified.

Dated this 17th day of May 2016.

For the DLB Teachers:

Angela M. Hall

For the United Public Schools:

Brenda Bursi

UNITED PUBLIC SCHOOL DISTRICT #7 SALARY SCHEDULE

2016-2017

TEACHER NAME:

ASSIGNMENT:

SICK LEAVE TOTAL: 10

SALARY:

PERSONAL DAY TOTAL: 3

ACTIVITIES:

BC-BS PERS:

TEACHER LICENSE NO:

EXPIRATION DATE:

SALARY SCH. SEM HRS:

TOTAL SALARY: 0.00

STEP INCREMENTS		LANE INCREMENTS	HEALTH INSURANCE		
BS	500		1/2 FAMILY	8430	
BS +16	500	BS + 16	200	FULL SINGLE	6972
BS + 24	500	BS + 24	200		
BS + 32	600	BS + 32	200		
MS	700	MS	500		
MS +16	700	MS +16	500		

	BS	BS + 16	BS + 24	BS + 32	MS	MS +16
0	39000	39200	39400	39600	40100	40600
1	39500	39700	39900	40200	40800	41300
2	40000	40200	40400	40800	41500	42000
3	40500	40700	40900	41400	42200	42700
4	41000	41200	41400	42000	42900	43400
5	41500	41700	41900	42600	43600	44100
6	42000	42200	42400	43200	44300	44800
7	42500	42700	42900	43800	45000	45500
8	43000	43200	43400	44400	45700	46200
9	43500	43700	43900	45000	46400	46900
10	44000	44200	44400	45600	47100	47600
11	44500	44700	44900	46200	47800	48300
12	45000	45200	45400	46800	48500	49000
13		45700	45900	47400	49200	49700
14		46200	46400	48000	49900	50400
15		46700	46900	48600	50600	51100
16		47200	47400	49200	51300	51800
17			47900	49800	52000	52500
18			48400	50400	52700	53200
19			48900	51000	53400	53900
20				51600	54100	54600
21				52200	54800	55300
22				52800	55500	56000
23				53400	56200	56700
24				54000	56900	57400
25				54600	57600	58100
26				55200	58300	58800
27				55800	59000	59500
28				56400	59700	60200
29				57000	60400	60900
30				57600	61100	61600
31				58200	61800	62300
32				58800	62500	63000
33				59400	63200	63700
34				60000	63900	64400
35				60600	64600	65100

CO-CURRICULAR SCHEDULE: 2016-2017

Co-curricular activities will be listed separate from extra-curricular activities in the master contract to eliminate the necessity of automatically increasing them whenever extra-curricular activities are increased. However, should any one of the co-curricular activities dictate an increase or decrease in pay due to the amount or lack of amount of activity or input or lack of input in that organization by the teacher, then either the teacher or the school board may seek to increase or decrease the amount of money paid. Teachers should approach the administration to seek their support for any increase. The rates currently in force for co-curricular activities are:

YEARBOOK	\$850.00	MATH MEET/MATH COUNTS	\$150.00
SPEECH CONTESTS	\$700.00	ONE ACT PLAY OR THREE ACT	\$800.00 per play
SENIOR CLASS ADVISOR	\$200.00	TEACHER REQUIRED SUPERVISION	\$25.00 per event
JUNIOR CLASS ADVISOR	\$770.00	SCIENCE OLYMPIAD	\$350.00
CLASS ADVISOR(7-10 TH)	\$100.00	MUSIC EVENTS & ART SHOWS	\$50.00 per event
DECA /FBLA	\$700.00	FFA	\$3000.00
SCH IMPROVEMENT CHAIR	\$750.00	SCH IMPROVEMENT MEMBER	\$600.00
LIBRARY BOOK FAIR	\$350.00	NATIONAL HONOR SOCIETY	\$100.00
EXTRA-CURRICULAR SCHEDULE		NATIONAL HONOR SOCIETY ADVISOR	\$600.00

FOOTBALL	9	Week season	Head	\$220.00	Per week +	\$5	Year of experience
	9	Week season	Assistant	\$190.00	Per week +	\$4	Year of experience
	9	Week season	Jr. High	\$155.00	Per week +	\$4	Year of experience
GIRLS BASKETBALL	14	Week season	Head	\$220.00	Per week +	\$5	Year of experience
	14	Week season	Assistant	\$190.00	Per week +	\$4	Year of experience
	9	Week season	JH	\$155.00	Per week +	\$4	Year of experience
	9	Week season	Elem	\$140.00	Per week +	\$4	Year of experience
	(Grade	Coaches having 2	Teams will	receive	1.5 their calc.	Salary	Above)
BOYS BASKETBALL	14	Week season	Head	\$220.00	Per week +	\$5	Year of experience
	14	Week season	Assistant	\$190.00	Per week +	\$4	Year of experience
	9	Week season	JH	\$155.00	Per week +	\$4	Year of experience
	9	Week season	Elem	\$140.00	Per week +	\$4	Year of experience
	(Grade	Coaches having 2	Teams will	receive	1.5 their calc.	Salary	Above)
TRACK	10	Week season	Head	\$220.00	Per week +	\$5	Year of experience
	10	Week season	Assistant/JH	\$190.00	Per week +	\$4	Year of experience
(Track season concludes	With	State Meet)					
VOLLEYBALL	11	Week season	Head	\$220.00	Per week +	\$5	Year of experience
	11	Week season	Assistant	\$190.00	Per week +	\$4	Year of experience
	9	Week season	JH	\$155.00	Per week +	\$4	Year of experience
BASEBALL	10	Week season	Head	\$220.00	Per week +	\$5	Year of experience
	10	Week season	Assistant	\$190.00	Per week +	\$4	Year of experience
WRESTLING	14	Week season	Head	\$220.00	Per week +	\$5	Year of experience
	14	Week season	Assistant	\$190.00	Per week +	\$4	Year of experience
GOLF	10	Week season	Head	\$220.00	Per week +	\$5	Year of experience
	10	Week season	Assistant	\$190.00	Per week +	\$4	Year of experience
***CHEERLEADING		Per season	Head	\$120.00	Per week +	\$5	Year of experience

*** To be placed on the extra-curricular schedule the cheerleading coach must have proper certification. With no certification, said cheerleading coach will be placed on the co-curricular schedule.

1. Post-season play would be based on the per week amount paid for each week of play and would be paid in one lump sum in the next payroll check following completion of all tournaments or playoffs. FBLA National Competition will pay \$350.00.
2. Coaches coming into the system may bring in experience as granted by Superintendent / Board.
3. Head coaches will receive \$450.00 per week for pre-season practice up to two weeks.
4. Assistant coaches will receive \$350.00 per week for pre-season practice up to two weeks.
5. United #7 will use NDHSAA sports schedules to establish the weeks per season, the above weeks will vary due to the starting and finishing of sports seasons.
6. A coach that drives will be paid: .30 mile if they drive a 15 + passenger bus and .20 a mile if they drive a 14 passenger mini bus.

UNITED PUBLIC #7 GRIEVANCE PROCEDURE

The United Public School Board, the United Public School Administrators, and United Public School Education Organization do hereby agree that an effectively functioning grievance procedure contributes directly to improved professional relationships and thus the quality of professional service to the children of the United Public School District. A plan to resolve dissatisfactions is part of the effective operations of the United Public School District.

This is the standard procedure to be followed by any Teacher of the United #7 School District in pursuing the resolution of a grievance.

OBJECTIVES:

The objectives of the grievance procedure for the United #7 Public School District shall be:

- A. To insure an opportunity for professional staff members and administrators to have unobstructed communication with one another and the school board with respect to alleged grievances without fear of reprisal.
- B. To reduce the potential area of conflict between professional staff members, the administration, and the school board.
- C. To encourage and assure the freedom of effective communication through recognized channels between professional staff members, administrators, and the school board.
- D. To encourage the resolution of complaints as near the point of origin as possible.
- E. To contribute to the development of improved morale and effectiveness of the United Public #7 School District professional staff through an increased understanding of the United Public School policies which affect them.

DEFINITIONS:

A grievance is a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation or inequitable application of established policies and practices, or the terms of this agreement.

(definitions, continued)

Those school board members who are currently serving as collaborators shall make up the Board Grievance Committee. The Staff Grievance Committee shall be made up of those teachers who are currently serving as collaborators.

PROCEDURES:

- Step 1. (Informal) A teacher with a grievance shall generally discuss the complaint with the Staff Grievance Committee representatives. At this time the teacher will provide the committee with a written copy of the complaint.
- Step 2. (Informal) The Staff Grievance committee, through discussion and majority vote, will decide if further action should be taken on the grievance expressed.
- Step 3. (Formal) A teacher with a grievance shall generally first discuss the complaint with his/her immediate superior and shall provide that superior with a copy of the original complaint. The discussion may take place by:
- A. Expressing the complaint directly to his/her immediate superior, or,
 - B. Requesting the Staff Grievance Committee representative to express his/her complaint to that immediate superior for him/her, or,
 - C. Appearing together with the Staff Grievance Committee representative before his/her immediate superior for the purpose of expressing said complaint.

If the complaint refers to the application or interpretation of personnel policies, rules, regulations or an administrative decision, the appropriate superior shall give the Staff Grievance Committee representative an opportunity to state the views of that committee. Within five days, the Principal, or Superintendent, or the School Board Grievance Committee shall communicate their views to the aggrieved, to his/her representative (if any), and to any participating Staff Grievance Committee representative.

Before resolving the complaint, the appropriate superior may consult the next higher level of administration for an opinion, also the Staff Grievance Committee representative may consult with the United Public School Education Organization for an opinion.

If the aggrieved is not satisfied, he/she may then take or request that the complaint be taken to an appropriate higher level of administration.