

**Yellowstone School District No. 14**

**Teacher Contract Items**

**2016 – 2017**

**1. School Calendar**

Teachers shall have a say in planning the school calendar. Any changes during the year should be agreed upon by teachers and administration with administration having the final say.

**2. Free Lunch and breakfast**

Teachers will be offered free noon lunches and free breakfast.

**3. Sick Leave**

Teachers will be allotted ten (10) days sick leave each year. Unused sick days may accumulate from year to year. A maximum of 80 days may be carried over to the next year. (This would be a maximum of 90 days in any year.) A doctor's written excuse will be needed if three (3) days in succession are missed from school due to illness. A teacher with five (5) years or more full-time service for the Yellowstone School District shall receive, upon their voluntary termination, a sum of fifty dollars (\$50.00) per day for their accumulated unused sick leave not to exceed eighty (80) days. Each teacher shall receive a statement at the beginning of the school year showing unused sick days.

**B) Sick Bank**

Teachers may elect to contribute up to five (5) days maximum of their sick leave to a co-worker, should said co-worker require more sick leave than said co-worker has accumulated. Contributions may be made anonymously and at individual teacher discretion by filling out the paperwork given by the business manager after a co-worker has filed a request for additional leave from the sick bank.

**4. Personal Days**

A personal business day may be used for any purpose at the discretion of the Principal. The Principal shall be notified at least one (1) day in advance except in the case of an emergency. Each teacher shall receive five (5) personal leave days per year. For personal days to be used directly before or after a holiday, a week notice must be given. Teachers will attempt to find their own substitute for their own leave and be approved by the Principal.

Teachers will receive a sum of seventy-five dollars (\$75.00) per day for their unused personal days at the conclusion of each school year. This sum is only to be given for unused days leftover from original allotted five (5). A teacher with five (5) years or more full-time service for the Yellowstone School District with at least forty (40) accumulated unused sick leave days is able to trade in four (4) sick days for one (1) personal day. This transaction is capped at two (2) additional personal days per year.

**5. Professional Leave**

Professional leave will be determined jointly by the Board and Principal. When attending conferences or workshops requested by the Board or Administration, a teacher shall be reimbursed mileage and registration fees.

**6. Emergency Leave**

In the event of sickness or death in the immediate family and spouse's immediate family, each teacher will be granted up to five (5) days annual leave of absence. In a special circumstance, the administration will make the final decision as to whether the emergency falls under this leave. If more than five (5) days are

needed, additional time up to ten (10) days, if requested by the teacher shall be deducted from the accumulated sick leave. If more than fifteen (15) days are needed, the teacher will have his/her pay deducted by the amount it costs the district for a substitute not to exceed one-month period.

## **7. Credit Requirements**

Teachers shall be required to obtain five (5) semester hours every five (5) years in obtaining additional college credits for advancement of the salary schedule, teachers may gain credits in the respective fields. These credits do not necessarily have to be graduate credits. A copy of the transcripts or grade cards of credits earned must be in the teacher's file.

Teachers obtaining additional college credits for advancement of the hiring schedule must give notification of intent to pursue summer course work to the Principal before May 15<sup>th</sup> of the year in which said credits will be earned. If a teacher has earned the required credits for a lane change, proof of credits earned must accompany the request for lane change on the hiring schedule.

## **8. Insurance**

Option A: The school district will pay toward the cost of hospital, surgical and medical care type insurance for each teacher employed under regular contract and enrolled in the school system's group hospitalization insurance plan. The district will pay a full single plan or the equivalent of said single plan toward a family plan per year, per teacher. Insurance plan is determined by the Board with input by the East Fairview Education Association; consideration of company change is based upon equal or better coverage as the present plan.

Option B: For those choosing to not enroll in the school system's group hospitalization insurance plan, an amount of three thousand five hundred dollars (\$3,500) will be deposited into the said teacher's Health Reimbursement Account (HRA).

## **9. Part-time Employee Benefits**

Teachers under regular contract shall be allowed prorated days of sick leave, personal leave, and emergency leave. They will receive the school system's group health insurance plan and HRA contributions, and raises at a prorated amount, according to the percentage of time worked. A day will be defined by 7 periods.

## **10. Teaching hours and Load**

Each teacher will have duty-free lunch and at least one 30 minute planning/prep period per day. Teachers have a say in scheduling.

## **11. Pay Day**

Teachers will chose either Option 1 or Option 2:

Option 1: Pay day will be on the second Wednesday of each month, except when a pay day falls on or during a school holiday, or vacation at which time teachers will receive their checks on the last working day preceding such holiday or vacation. Teachers will be paid on a twelve (12) month basis with final payment for June, July, and August being made on the last day of the school year. A statement of itemized deductions will accompany each check.

Option 2: Pay day will be bi monthly avoiding any payday which falls on or during a school holiday, vacation, or weekend at which time teachers will receive their checks on the last working day preceding such holiday or vacation. Teachers will be paid on a twelve (12) month basis with final payment for June, July, and August being made on the last day of the school year. A statement of itemized deductions will accompany each check.

## **12. Savings Clause**

Should any article, section or clause of this agreement or any agreement negotiated under its provisions be declared illegal by a court of competent jurisdiction, said article, section, clause 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. The Board and teachers will work together to rewrite the affected article, section or clause.

## **13. Duration Clause**

This agreement shall become effective July 1, 2016 and remain in effect until June 30, 2017. (Unless one of the parties shall have notified the other at least sixty (60) days before the expiration date that it will not accept renewal.)

## **14. Sub Pay**

Teachers shall be reimbursed \$20.00 per class period when the administration requests them to give up the preparation period to substitute for another teacher. The proper leave will be deducted from the teacher who is taking leave.

## **15. Grievance Procedure**

The grievance procedure, hereinafter referred to as the "Procedure" stipulates the conditions under the procedures by which grievances alleged by certain certificated school employees as defined in this contract shall be processed. If any such grievances arise, there shall be no stoppage or suspension of work because of such grievances, but such grievances shall be submitted to the following grievance procedures.

### **I. Definitions**

As used in this Procedure:

- A.** "grievance" means and shall be limited to an alleged violation of an express article or other school related problems.
- B.** "grievant" means the certificated school employee directly affected by the alleged violation making the claim.
- C.** "day" means board assigned duty day of the teacher which occurs during the term of a teacher's individual contract, provided, however, that at all times other times, "day" shall mean week day.

### **II. Procedure**

The number of days indicated at each level shall be considered as maximum. The time limits specified may, however, be extended by mutual agreement of the grievant and the Board.

#### **A. Informal Grievance**

Within ten (10) days of the time the grievant first knew or shall have known of the act or condition upon which it is based, the grievant shall discuss the complaint with the Principal. Failure to meet and discuss said alleged grievance as provided herein shall prevent the grievant from filing said alleged grievance at any formal grievance level. Within five (5) days after presentation of the grievance, the Principal shall give his answer orally to the grievant.

#### **B. Formal Grievance**

##### **a. Level One**

Within five (5) days of the oral answer, or within ten (10) days after presentation of the grievances at the informal level, if no oral answer has been rendered, if the grievance is not resolved, the aggrieved must then take a written statement to the Principal and one

to the Board. The written grievance shall name the certificated school employee involved, shall state the facts giving rise to the grievance shall identify by specific reference all express articles or other school related problems, alleged to be violated, shall state the contention of the grievant with respect to the provision(s) of said grievant. Within five (5) days after receiving the written grievance, the Principal shall communicate his answer to the grievant and the Board.

**b. Level Two**

Within five (5) days of receiving the written answer of the Principal, if the aggrieved is still dissatisfied, the grievant may then take the matter before the Board, and may be accompanied by one (1) other certified teacher under contract to the Yellowstone School District No. 14. Within ten (10) days the Board shall communicate their views to the Grievant.

**16. Payroll Deduction**

In addition to those salary deductions required by law, salary deductions will be permitted for Savings and Annuities.

**17. Resignation**

Resignation taking place August 1st through the current school year will result in a five hundred dollar (\$500.00) deduction from the resigning teacher if that position is to be filled for the coming school year.

**Hiring Schedule 2016-2017**

Years	BS	BS +8	Bs +16	BS +24	BS +32	BS +40	BS +48	MA	MA +8	MA +16
0	\$39,000	\$39,500	\$40,000	\$40,500	\$41,000	\$41,500	\$42,000	\$42,500	\$43,000	\$43,500

Advancement on hiring schedule after obtaining a Master’s degree must be in addition to said degree. Maximum of 15 years at \$500.00 a year may be offered by the school board. If a larger contract amount would need to be offered to hire a specific need, the amount would be mutually agreed upon with EFEA.

The salary for each FTE teacher will increase **\$2200 for the 2016-2017** contract years and the hiring schedule will increase **\$1000**. Salary reflects all calendar days of the school year.

**19. Safety Clause**

Any returning teacher who makes less salary than they would on the hiring schedule will be bumped up to where they would land on the hiring schedule.

All contract items 1-19 and all of the above have been agreed upon by the school board and faculty.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

Teacher negotiators:

School Board negotiators:

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