

Master Contract

DEFINITIONS:

1. *Employee* under this contract agreement means the contracted North Dakota licensed certified staff member. (03-30-2023)
2. *District* under this agreement means the Enderlin Area Public School District #24.
3. *School board or board* under this contract means the duly elected school board of the Enderlin Area Public School District #24.
4. The *normal contract year* for certified staff members is 183 days (06-01-2011).
5. *School year* is defined as July 1 through June 30.

DURATION CLAUSE:

The salary provisions of this contract shall be effective for the 2023-25 school year and shall automatically be renewed and continue in force for additional periods of one year. All salaries, benefits, and certified staff members' working conditions in the successor agreement will be retroactive to the anniversary date of this contract. (07-01-05)

PAYDAY AND CONTRACT OPTIONS:

Payday for certified staff members will be the 15th of each month. When the 15th falls on a weekend or holiday, payday shall be the last working day before the 15th. Certified staff members may receive their annual pay in 10 or 12 equal monthly installments.

CHANGES TO THIS CONTRACT:

Upon mutual agreement the EEA and Board may modify language in this contract, exclusive of salary or paid benefits. EEA is the sole negotiation body to this contract, as long as they represent the majority of the certified staff members. (03-30-2023)

SAVINGS CLAUSE:

Should a court of competent jurisdiction, declare any article, section, or clause of the Agreement illegal, said article section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law. Negotiations should commence to bring the contract into compliance with state century code. (03-30-2023) The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted article, section, or clause.

INSURANCE PROVISIONS:

The school district shall provide a benefit to cover the cost of a single medical policy plus single dental (approximately \$_____) over the contract period. (03-30-2023)
Certified staff members will have input in determining the school's insurance carrier(s).

Certified staff members completing a contracted year are entitled to a full year of insurance benefits. For instance, certified staff members starting their insurance benefit October 1, would continue with their benefit through September 30, even if they resigned at the end of their contracted year.

SOCIAL SECURITY AND TEACHERS' RETIREMENT:

District shall deduct from the certified staff members' salaries that amount of contribution money required by law for the Federal Social Security Fund. The District shall pay the full certified staff members assessment for North Dakota Teachers' Fund for Retirement.

YEARS OF EXPERIENCE TRANSFERRED INTO THE DISTRICT:

Certified staff members new to the Enderlin Area School System will be allowed to transfer all years of experience at full credit. Co-curricular experience shall be transferred according to the same formula. (7-1-05)

PROFESSIONAL IMPROVEMENT

Moving across the salary schedule:

All courses submitted for lane changes should be graduate level courses. A request for approval of lane change courses must be made prior to enrollment. The superintendent prior to final authorization will request a course description and rationale for undergraduate study.

Undergraduate classes will not be accepted for lane changes. (06-01-2011)

Quality of Work:

Only courses wherein grades of "B" or better are awarded qualify for approval for lane changes. When courses are graded as "S" or "U", a grade of "S" or "Satisfactory" will be accepted. (07-01-97)

Master's Lane:

All courses in an approved (by the institution of higher education and filed with the district superintendent) Master's or Specialist Degree Program count for lane change as long as they are approved by the superintendent and school board. (07-02-09)

District will pay for master's degree in certified staff members content area. Payment will cover tuition and material costs. (03-30-23)

Certified staff members are expected to work in the district four (4) years upon the completion of master's degree for repayment of degree costs. If certified staff member leaves prior to four (4) years, repayment to the district will be prorated

based on number of years worked (ie. After one (1) year certified staff member would pay 75% cost of master's, after two (2) years certified staff member would pay 50% cost of master's, after three (3) years certified staff member would pay 25% cost of master's). 03-30-2023

MOVING DOWN THE SALARY SCHEDULE:

All certified staff members shall meet the requirements of the ND Dept. of Public Instruction for credential renewal. (03-30-2023)

The failure to meet the minimum requirements as set forth for those with life certificates shall result in being frozen at the salary earned. Those with two or five year certificates will be verified at renewal time.

State accreditation standards dictate (6) semesters hours every five years. (07-16-13)

Qualifying Time Periods for Movement on Schedule:

1. Credits completed and reported prior to contract signing will qualify for placement of the certified staff member on the salary schedule.
2. Credits to be earned after contracts have been signed and returned must apply to the following year's contract unless approval for credits has been requested in writing and approval has been granted by the superintendent in writing, prior to July 1 of the contract year.
3. Contracts of those certified staff members receiving approval for credit earned after signing and returning the contract will be adjusted upon verification of completion of credits by the issuing college or university.
4. Credits qualifying for contract adjustments shall be completed and verified no later than September 1st of the contract year.
5. Certified staff members shall have until September 1 of the contract year to meet the professional improvement policy for moving down the schedule. Verification of credits shall be in the form of official transcripts or a letter of completion from the instructor. (07-01-97)

PREGNANCY DISABILITY, ADOPTION AND MILITARY LEAVE:

Pregnancy Disability and Adoption Leave will be governed by Board Policy DDA and the Family Medical Leave Act. Military Leave will be governed by Board Policy DDBD. (07-01-05)

PERSONAL LEAVE:

Certified staff members will receive up to three (3) personal days annually, accumulative to six (6) days. Certified staff member(s) with any unused earned personal leave will be paid the same rate as the daily compensation for a short-term substitute teacher for each day of unused personal leave subject to the following provisions: Prior to May 5th, the certified staff member(s) shall provide written instructions to the school district business manager concerning the status of any unused personal leave. (The certified staff member) may carry over three (3) days of personal leave to the next school term or may be paid for all unused personal leave.) Payment will be made for unused earned personal leave with the June payroll.

The superintendent will grant regularly employed certified staff members a maximum of six (6) days a year leave of absence for personal reasons without board approval (02-15-97) provided that a qualified substitute teacher is available. (05-14-02)

Personal leave needs to be approved by the Superintendent. In the event more applications are made than can be accommodated, the decision is to be made on the basis of earliest application and availability of substitutes. (06-20-17)

Up to three (3) days additional time may be taken in an emergency with the certified staff member reimbursing the district at the current substitute teachers' pay rate. (Certified staff members may elect to use accumulated personal days in lieu of substitute reimbursement.) Emergency days will include acts of God including, but not limited to, damage to residence, weather conditions, and other emergencies over which the certified staff member has no control. If additional days are needed, the certified staff member will forfeit 1/183 of his/her salary for each day. (02-15-97)

PROFESSIONAL LEAVE:

Leave may be granted without loss of pay at the discretion of the administration for attendance at professional meetings of educational groups at which the administration feels the district should be represented.

SICK LEAVE:

1. Sick leave means compensation at the certified staff members regular daily rate of pay during such times that a certified staff member is absent from his or her duties by reason of illness or disability from injuries or for the illness or disability of immediate and/or extended family.
2. Illness under this section means both physical and mental illness, and disability from injuries means the employee's inability to perform his or her duties of employment by reason of injuries sustained either while in the course of employment for the district, or otherwise.
3. Immediate family is defined as father, mother, spouse, children, spouse's children, grandchildren, son/daughter-in-law, mother/father-in-law, brother, and sister. (07-02-2009)
4. Extended family is defined as the family household to include grandfather, grandfather-in-law, grandmother, grandmother-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew of the employee. (03-30-2023)

MATERNITY/PATERNITY LEAVE:

MATERNITY LEAVE

Certified staff members will be entitled to twenty (20) contract days of paid maternity leave following the birth of a child. Maternity leave for the primary caregiver must begin within three weeks (21 calendar days) of the birth of the child unless deemed necessary to start later by the administration based on birth circumstances. (03-30-2023)

PATERNITY LEAVE

Certified staff members will be entitled to five (5) contract days of paid paternity leave following the birth of a child. Leave must begin within three weeks (21 calendar days) of the birth of the child. Paternity leave days may be increased (up to twenty (20) contract days upon request to the administration.) (03-30-2023)

ADOPTION LEAVE

Certified staff members who adopt will be entitled to two (2) maternity/paternity leave days for adoption proceedings. Additional maternity/paternity leave days (maximum of twenty (20) contract days) may be granted upon request to the administration. (03-30-2023)

FAMILY MEDICAL LEAVE ACT (FMLA)

Maternity/paternity leave will run concurrently with the Family Medical Leave Act. These twenty (20) days are not in addition to FMLA.

After twenty (20) paid days, the certified staff member may use accumulated sick leave for additional maternity/paternity leave. Upon using the twenty (20) days of paid maternity/paternity and all accumulated sick leave, the certified staff member shall be granted leave of absence without pay in accordance with FMLA. (03-30-2023)

ALLOWANCE FOR SICK LEAVE:

Employees shall be entitled to sick leave pay at 100% of their regular daily rate of pay under the following circumstances:

- a. Sick leave shall be available for employees to use upon the effective starting date of their contracts.
- b. An initial employee without transfer of sick leave benefits as hereinafter set forth shall be entitled to ten (10) days of sick leave. This benefit is prorated according to each employee's F.T.E.
- c. Initial employees with full-time employment for one contract year or more with another school system, wherein such initial employees were certified staff members as above defined, may earn a credit of five (5) sick days for each year of such previous employment up to a maximum of 20 days. These additional days may be used during the first contract year, but they are not considered to be earned until the completion of a certified staff member's first yearly contract. Any certified staff member who ceases to be employed by the district prior to the completion of the year's contract of that certified staff member with the district shall not have earned the twenty days. Ceasing to be employed may be either because of voluntary resignation of the certified staff member or by termination of employment by school board action. This benefit shall be prorated according to each certified staff member F.T.E.
- d. During each contract year after an initial contract year of employment a certified staff member, as defined herein, shall be entitled to an additional ten (10) days of sick leave per contract year, cumulative to one hundred eighty-one (181) days during continuous course of employment with the district. This benefit shall be prorated according to each certified staff member's F.T.E.
- e. The board may require that a physician verify absence of an employee under sick leave and the foregoing provisions.
- f. In case of an injury to a certified staff member for which he/she is entitled to Workers' Compensation benefits, the certified staff member may elect either sick leave or Workers' Compensation benefits or both. The certified staff member shall make such election within twenty-one (21) days, counting from the first day the certified staff member was absent from work. Base rehab compensation may be supplemented by sick leave. Qualified certified staff members may choose to subsidize their rehab compensation with available sick leave, bringing them up to a maximum of 100 percent of their pre-injury salary.
- g. If an illness or disability occurs while a certified staff member is on summer vacation and continues into the commencement of the contract year, such certified staff member shall be eligible for his or her accumulated sick leave beginning with the first workday of the certified staff member's new contract year.

- h. If an illness of disability occurs during the certified staff members contracted year and continues after the end of his/her contracted year, pay for sick leave shall discontinue upon the last day of that certified staff members contract.
- i. All certified staff members will be allowed twenty (20) days sick leave per year to be used for the medical needs of immediate family members. A certified staff member may elect to use not more than three (3) days of accumulated sick leave for accidents or illness involving their extended family. In special circumstances, the board may grant additional days. (07-01-07)
- j. All provisions in the above sick leave sections shall be prorated according to each certified staff member's F.T.E.
- k. Upon termination of employment, certified staff members shall receive a lump sum payment for all unused days of accumulated sick leave at the rate of \$10.00 per day. If a certified staff member has a minimum of 20 years of service in this district (20 years or more of employment in the Enderlin Area School District, employment in other districts is not considered), they will receive \$35 per unused sick day. (03-30-2023)

EDUCATIONAL AND HEALTH LEAVE:

Contracted licensed certified staff members, upon the recommendation of the superintendent may be granted a leave of absence without pay for the purpose of educational improvements or for health. Such leave shall not last less than one semester or more than one year. No teaching experience credit shall be given for this leave time. Benefits accrued shall not be lost, but no additional benefits shall be accumulated during the leave.

SICK LEAVE BANK:

- A. Establishment** A Sick Leave Bank hereinafter referred to as the Bank is available to members of the Enderlin Area Public School Faculty. The purpose of the Bank shall be for unexpected and catastrophic illness and/or injury of the certified staff member or his/her immediate family. The Bank's balance shall be established within a minimum of four years commencing from the 1993-1994 school year. Each participating faculty member shall invest a minimum of two (2) sick leave days in the bank the first year, and a minimum of one (1) sick leave day each succeeding year until the bank reaches a balance of not less than 180 days. At any time the balance drops below 183 days minus one (1) day per participating faculty member, the Committee shall assess days to restore the amount of sick leave days in the bank. Members shall not be required to donate any more than two (2) days in a given year. There may be years when the balance of sick leave days in the bank will be below 183 days. Part-time certified staff members' contributions to the Bank will be prorated according to their F.T.E.
- B. Committee:** The Bank's Committee, hereinafter referred to as the Committee, shall consist of three certified staff members (selected by the faculty), two building principals, and one board member. The certified staff members' representative terms

shall be staggered over a three year period, with a member elected each year to serve for three years. The first three terms will be staggered -- a one-year term, a two-year term, and a three-year term. The election of the certified staff members shall occur in the spring, prior to the term commencing with the following school year. The purpose of the Committee shall be to oversee the use of the Bank, review all applications, accept or reject the applications, maintain proper balance, and provide reasonable assurance that the Sick Leave Bank is not abused.

C. Qualifications: All certified staff members shall be members of the Bank and shall be assessed sick leave days to build up the days in the Bank. Administrators are not allowed to be members of the Bank.

D. Application Process: (10-9-2018) Any certified staff member having reduced their sick leave to five days or few days due to unexpected and/or catastrophic illness and/or injury and/or illnesses related to the accepted event the previous school term may apply for a withdrawal of day(s) from the Bank. Any certified staff member having exhausted their total accumulated sick leave may also apply for a withdrawal of day(s) from the bank. An application form must be obtained from the EEA president and completed by the applicant. The application can be submitted at any point during the event. The form will then be given to the building level principal, which will take it to the committee for review and consideration. The committee will issue a final decision of approval or rejection on the withdrawal of days within 15 days of receipt of an application.

The Committee may decide to authorize an allotment of twenty additional sick days to the applicant if no specific time period has been requested by the applicant. The Committee shall use the following criteria to grant or reject a Sick Leave Bank application:

- The number of days requested
- The number of days available in the bank
- Reason for the application
- Attendance history of the applicant
- Extenuating circumstances regarding the application.
- The number of days requested per application period may not include more than twenty (20) days for the unexpected and/or catastrophic illness and/or injury for his/her immediate family. If more than twenty (20) days are needed, then the certified staff member must submit another application. A certified staff member may elect another certified staff member to be their representative and handle the necessary paperwork and communications with the sick leave bank committee.

E. Limitations: Any participating member of the Bank, upon approval of the Committee, may draw from the Bank for a period not to exceed 183 school days; in addition, there will be a cumulative limit of 183 days that can be withdrawn in a school year by bank members. This benefit shall be realized regardless of benefits obtained from any non-school agency.

F. Accounting: Record keeping and accounting procedure shall be maintained by the district business manager in the central office of the school district. Days granted but not used from the sick leave bank will go back to the bank at the end of the school

year (10-09-2018) Participants will have until October 1st of each year to donate additional days to the Bank.

- G. Access:** (10-09-2018) All members will have direct access to the days they have contributed for bank membership. They may borrow these days without penalty or application after all sick leave has been exhausted. An application must be submitted to administration to borrow these days to ensure proper record keeping and payroll accuracy. Borrowing members must replace a minimum of two (2) days by Oct. 1 of the next contract year, and a minimum of one (1) each succeeding year until the balance has been restored. (02-15-97)

BEREAVEMENT LEAVE:

A Enderlin Area School contracted licensed certified staff member will be granted a maximum of three (3) days leave at full pay, in the event of death of a member of his or her immediate or extended family. Part-time certified staff members will also get three full school calendar days. The three days leave is based on each event and not per year. (07-16-13).

During each school year, a certified staff member may elect to use not more than five (5) days of accumulated sick leave in the case of a death in the immediate family.

During each school year, certified staff members may apply to the superintendent to use up to two (2) days of accumulated sick leave to attend the funeral(s) of persons not defined as immediate family.

In special circumstances, the board may grant additional days.

If a certified staff member has exhausted all available sick leave days, bereavement days, or personal days and additional days are granted, the certified staff member will forfeit 1/183 of their salary for each day. (06-17-15)

EXTRA DUTIES:

1. Certified staff members shall be paid at the rate of **\$30 per hour** (03-30-2023) for special duties performed outside the regular school hours (as set by the school board) with the exception of the teaching of summer school. This rate will also be paid for staff development (not rules clinics required by NDHSAA) required by the Enderlin Area School District. Examples of these types of special duties would include but not be limited to curriculum work, tutoring homebound students, or required staff development sessions. The summer school certified staff members, including driver's education, will be paid the district base salary divided by 183 days divided by seven (7) periods to get the hourly wage (07-16-13). The superintendent must approve these duties for pay in advance. (07-02-09)
2. Certified staff members selling tickets for home games shall receive \$25.00 for one football game or a two-game activity and \$30.00 for a three-game activity. (03-30-2023)

3. Tournaments shall be handled on an individual basis. (01-09-2001)

TEACHING ASSIGNMENT:

Certified staff members whose assignments are in grades 7-12, and grades 4-6 if departmentalized (05-24-19), shall be paid 1/14 of their salary (based on the nine-month school year) for each additional class over five preparations that they are assigned to teach (This would be six classes with six preparations). Teaching assignments that include grades outside of 7-12 can be reviewed by administration. (04-11-2018)

All certified staff members shall be provided with a full period equivalent, student-free preparation time each day. (05-24-19).

Overloads for partial classes will be paid on a prorated basis. For instance, a certified staff member teaching five preparations plus a semester class which is another preparation would receive an overload payment of 1/2 of 1/14 of his/her contracted salary.

Regular staff members will be paid at the same rate as a short-term substitute teacher for each teaching period in which they serve as a substitute.

PART-TIME CERTIFIED STAFF MEMBERS:

Salary and benefits for part-time certified staff members shall be pro-rated based on the proportion of full-time equivalency. (07-01-05)

PAY SCHEDULE FOR COACHES AND OTHER DIRECTORS OF CERTAIN ACTIVITIES AND CHAPERONS WHEN DRIVING BUS/DISTRICT VAN:

Coaches or directors of activities will be paid the regular hourly wage of bus/district van drivers when they drive for an activity. (The formula used is that 50 miles is equivalent to one hour of driving time). (04-11-2000) Coaches/Advisors will be paid down time when driving for bus activities outside the normal day of 8:00-4:00 at a rate of half of regular drive down time pay. (03-30-2023)

MILEAGE:

All travel reimbursements will be paid at the state rate (as defined by state law) per mile for transportation not provided by the school district. The following would qualify for reimbursement:

Any staff member who must attend meetings required by the administration or district. (04-09-2001)