

# **Emerado School District #127**

## **Negotiated Agreement**

### **25/26 – 26/27 Teacher Contract:**

1. Each full-time teacher will be provided an average of thirty minutes per day as a duty-free planning period during the time normally assigned teaching duties with students in attendance.
2. An average of 30 minutes per day duty free lunch period will be provided.
3. The Board will provide a single health insurance policy (Compchoice \$250.00 deductible) per teacher through Blue Cross/Blue Shield or \$4,000.00 into an IRS approved tax shelter of the teacher's choice. The insurance premium dollar amount shall be paid monthly throughout the school year. Half-time teachers shall be provided coverage, or the dollar amount equal to one-half the full-time rate.
4. The Board will provide a single dental insurance policy and a single vision insurance policy per teacher through Blue Cross/Blue Shield. The insurance premium dollar amount shall be capped at the 2017 rate. Half-time teachers shall be provided coverage equal to one-half the full-time rate.
5. The Board will tax shelter 12.75% of each teacher's salary according to NDCC 15-39.1-09.
6. The Emerado teachers will receive free hot lunch and free breakfast.
7. Full time teachers will be in the building from 7:35 a.m. to 3:20 p.m. Monday thru Thursday and 7:35 a.m. to 3:00 p.m. on Friday. However, if you still have children that you are responsible for in the building on Friday, you will need to stay until they have left the school.
8. Teachers who are asked to sub during prep time will be reimbursed at the substitute teacher rate for the prep time used for subbing. All prep time subbing will be paid at the end of the year. Teachers should keep a record of all prep time used as a substitute.

### **Teacher Leaves:**

#### **1. Sick Leave**

- A. At the beginning of each school year each teacher shall be credited with ninety-three (93) hours of leave at full salary for illness or disability, medical appointments, quarantine or communicable disease in the immediate family. Unused hours of leave each year will be allowed to accumulate to 620 hours. A full day is equivalent to 7.75 hours. Immediate family is defined as children, parents, spouse, and like relatives of the spouse. Sick leave may be applied to

the extended family with approval of the administration. Extended family is defined as grandparents, grandchildren, in-laws (spouse's parents), stepparents, stepchildren and foster children currently living with you.

- B. A sick bank will be established for the teachers. A teacher who has accumulated the maximum number of sick days may donate 3 days per year. The remaining teachers may donate 1 day per year. The maximum number of sick days that may be in the sick bank at the start of a year is 20 days. These days will be used by teachers on a first come first served basis.
  - C. A teacher who is unable to teach because of illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without salary for a maximum of 1 year. After 1-year absence, teacher may or may not be brought back pending administrative approval. If the teacher received compensation for less than 90 school days, he/she will not be granted a step change for the next school year.
  - D. Teachers shall be given a written accounting of accumulated sick leave by October 15<sup>th</sup> of each school year.
  - E. All unused sick hours will be totaled annually at the end of the school year and teachers will be entitled to a \$6.45 per hour (equivalent to \$50 per day) payout. These payout hours will not affect the individual's accumulated sick bank hours. The maximum payout each year will be \$600; equivalent to 12 full unused sick days.
  - F. Teacher(s) who have used 3 (three) consecutive sick days may be asked to bring in a doctor's note upon administrator's request.
  - G. When a contracted teacher is leaving the district, the district will pay out all remaining unused accumulated sick hours at the rate of \$1.29 per hour, equivalent to \$10 per day.
2. Funeral Leave
- A. Teachers shall be given up to three (3) funeral leave days due to a death and/or funeral of an immediate or extended family member. These family members are defined as children, parents, spouse, partner, grandparents, grandchildren, in-laws (spouse's parents), stepparents, stepchildren and foster children currently living with you. Funeral leave time must be approved by administration. Any additional days will be used as personal days until personal days are exhausted. If more time is necessary, the teacher then may use sick days. Upon exhaustion of funeral, personal and sick leave all other leave days will be deducted from salary.
3. Professional Leave

Professional leave days may be granted for the purposes of attending teacher education activities. Notification of leave must be presented to the principal one week in advance of contemplated professional leave. If requested a report will be given to the Board.

#### 4. Personal Leave

The Board will grant three (3) personal days to a teacher per school year. An optional 4<sup>th</sup> and 5<sup>th</sup> day may be taken; however, the teacher will not receive contracted salary pay and also must pay the substitute for the additional days. Personal leave is subject to the following provisions:

- A. Applications for leave must be filed with the principal three (3) days in advance of contemplated leave on forms provided by the district. The principal may waive the three-day provision in emergency situations.
- B. Unless waived by the principal, personal leave shall not be granted for the following days:
  - (1) the first 10 days of a school term
  - (2) the last 10 days of the school term
  - (3) A workday immediately preceding or following a vacation or holiday period.
- C. Unused personal leave days will be reimbursed at sub pay or credited to a teacher's accumulated personal leave at the end of the school year (personal leave days may accumulate to 5 days). A teacher has an option to carry-over up to 2 (two) personal days to be used the following year. Teachers should notify the business manager by June 1<sup>st</sup> of each school year as to which option said teacher chooses.
- D. More than one teacher shall be permitted to take personal leave on the same day if qualified substitutes are available.

#### 5. Leave of Absence

Provisions shall be made whereby a professional teacher may be granted a one-year leave of absence, after which time that teacher shall be reinstated at the salary schedule step and lane position which the teacher held at the end of the school period prior to absence. A teacher must be employed by the Emerado School District for five (5) years before a leave is granted. Leave is granted without pay. Teaching experience transferred into the system at the time of employment may not be counted toward the five (5) years. Applications for leave of absence must be made by May 1<sup>st</sup>. A teacher wishing to return to their prior position after a leave of absence must notify the Board by March 15<sup>th</sup> of the preceding school year.

#### 6. Extra-Curricular Events

- A. Extra-curricular salaries will be negotiated between the Board and the prospective employee. The pay for these events will be on a separate pay check at the end of each season.

#### 7. Credits

- A. The Emerado School System will give credit up to fifteen (15) years of teaching experience for new teachers hired by the district. This provision is not retroactive for teachers presently employed by the school.
- B. Credits applied to horizontal (educational) lane change must be submitted to the principal on or before September 15<sup>th</sup> and must be graduate level education courses unless specifically accepted by the Board. Approved courses must have a satisfactory grade according to the standards of the accredited college or university attended for Board approval.
- C. Masters Degree must germane to subject area of education.

#### 8. Teacher's Salary

Teacher's salary will be paid twice monthly; the 1<sup>st</sup> and the 15<sup>th</sup>, or the last school day prior to those days, beginning September 1<sup>st</sup>. The last payment shall be made upon completion of all required reports. The teacher has the option of being paid over 9, 10, 12 monthly pay periods. The payment schedule chosen at the beginning of the school year will remain in effect during the entire school year.

#### 14. Grievance Procedure

##### A. Purpose

To enable teachers to express a complaint about the administration with the assurance that the complaint will receive prompt attention by people who can remedy it, if necessary.

##### B. Definition of a Grievance

A grievance is an allegation by a teacher, or group of teachers, that there has been a violating misrepresentation, or misapplication of a specific provision of this negotiated contract. A grievance must be in writing, must give a clear and concise statement as to the specific provision of this contract involved and must state the relief being sought.

##### C. Procedure

Any party to the grievance may retain and have present counsel at any or all steps. Grievance shall be processed in accordance with the following procedure:

###### (1) Level 1

- A. An earnest effort shall be made to settle the matter informally between the teacher and the principal.
- B. If the matter is not resolved the teacher shall present the grievance in writing to the principal within thirty (30) days after the facts upon which the grievance is based first occurred and first became known. The

principal shall give a written answer within ten (10) school days after presentation of the written grievance, the teacher may file the grievance in writing with the chairman of the association's professional negotiations committee with five (5) school days after the decision at level one of fifteen (15) school days after the grievance was presented, whichever is sooner.

(2) Level 2

If the aggrieved person is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within ten (10) school days after presentation of the written grievance, the teacher may file the grievance in writing with the chairman of the association's professional negotiations committee within five (5) school days after the decision at level one of fifteen (15) school days after the grievance was presented, whichever is sooner.

(3) Level 3

Within five (5) school days after receiving the aggrieved person's request the chairman of the association's professional negotiations committee shall render it to the Board. At least one association representative shall be present for any meeting, hearing appeal or proceedings relating to the grievance. Within ten (10) school days after receiving the written grievance the Board shall meet with the aggrieved person for the purpose of resolving the grievance. The Board shall render a decision in writing with the chairman of the professional negotiation committee within ten (10) school days after meeting with the aggrieved person. The aggrieved person shall have the right to include in the presentation witnesses and counselors as are deemed necessary to develop facts pertinent to the grievance.

## 15. Release of Contract

A teacher under contract to the Emerado School District #127 and who wishes to be released from the contract before the start of the upcoming school year may be released from the contract upon payment of a fine. Fines for breaking contract are as follows:

1). On or before May 31<sup>st</sup> = No fine

2). After June 1<sup>st</sup> = 5% of the teacher's annual salary for the upcoming school year and board approval.

The board may consider a release of contract without a fine after June 1<sup>st</sup> only under specific circumstances. The teacher must notify the superintendent and active school board president to seek approval from the board.

## Miscellaneous Provisions

### A. Effect of Contract

The Board and the teachers agree that the terms and conditions set forth in this contract represent full and complete understanding and commitment between the parties and the said terms and conditions may not be added to, deleted from, or

modified without the mutual consent of the parties in amendment, written and attached and made a part of this contract.

**B. Saving Clause**

Should any article, section or clause of this contract be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this contract to the extent it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the contract if not affected by the deleted article, section, or clause.

**C. Individual Contracts**

Individual contracts shall not be inconsistent with the terms and conditions of the contract.

**D. Amendments**

Amendments hereto may be made upon thirty (30) days written notice by the party proposing such amendments and upon agreement reached under the procedures used in obtaining this contract.

**E. Ratification**

IN WITNESS WHEREOF, signatures of the dully authorized representatives of the Association and the Board indicate that this contract has been ratified by the Emerado Teachers and the Emerado School Board.

Dated this \_\_\_\_ day of **April 2025**

Emerado School Board

By \_\_\_\_\_  
Authorized Negotiator

By \_\_\_\_\_  
Authorized Negotiator

Emerado Teachers

By \_\_\_\_\_  
Authorized Negotiator

By \_\_\_\_\_  
Authorized Negotiator