

# 2025-2027

## ARTICLES OF NEGOTIATION

### ARTICLE I. TEACHER WORKLOAD

#### Section 1.0 Lunch Period:

All teachers shall be provided with a duty-free uninterrupted lunch period of at least one-half (1/2) hour each day.

#### Section 1.1 Elementary Education Teachers:

Each elementary teacher will be allowed 250 minutes of prep time per week. Prep time is defined as a period without students.

#### Section 1.2 Secondary Education:

Secondary teachers will teach a maximum of six (6) class periods per day. One period of preparation time will be designated in each teacher's schedule. This time will be free of other assigned duties. Additional class periods may be assigned to a teacher upon mutual consent of the teacher and the administration. For each additional class assigned a teacher, said teacher shall be paid an additional daily amount as determined by his/her position on the curricular salary schedule in the following formula:

#### 2017-18 and 2018-19 Formula

- Curricular salary divided by 8 periods/day equals the salary for each period. (Ex. \$40000 divided by 8 equals \$5000 per period.)
- The salary per period will be prorated according to the number of days taught, if not for the entire year. (Ex. 1 semester = \$2500)

Formula is based on the state required calendar of days and an eight-period day. In the event of a seven period day the formula will reflect that change.

#### Section 1.3 Substitute Teachers:

When regular teachers are absent, substitute teachers will be hired whenever possible.

Section 1.4 Combination Classroom: An elementary teacher assigned to teach a combination classroom will receive payment \$4000.00 above the negotiated contract salary (pro-rated for percentage of time spent in the combination classroom). If the combination is for less than 1 year, it will be pro-rated to the length of the teacher assignment.

### ARTICLE II. TEACHER LEAVE

#### Section 2.0 Sick Leave:

At the beginning of each school year, each teacher shall be credited with ten (10) days of sick leave allowance.

If a teacher teaches for only a fraction of his or her contract term, only that fraction of his or her 10 days of sick leave allowance is to be awarded that year.

Earned sick leave over 90 days will not be paid before the end of the year. The Maddock Public School complies with the Family Medical Leave Act.

the unused portion of such allowances shall accumulate from year to year without limitation up to ninety (90) days. For each day accumulated over 90 days and up to 10 days, the teacher will be paid \$30.00 per day for unused sick leave. Upon leaving District employment, a teacher will be paid for all accumulated sick days at \$25.00 per day.

## Section 2.1 Sick Leave Bank

### GENERAL DESCRIPTION

The licensed staff of the Maddock Public School may voluntarily join a sick bank established by the staff in cooperation with the Maddock School Board. The days in the sick bank will come from the sick leave days accumulated by individual staff members. The maximum number of days in the sick leave bank at any one time will be 180 days. The total cost to the district in any one school year is limited to no more than 5 percent of the General Fund ending balance as reported on the North Dakota District Financial Report of the previous year. The eligibility period will begin on the 1<sup>st</sup> day of school and end on the last day of school.

Detailed description will be attached and in certified handbook, as revised and agreed upon by the Sick Bank Committee. The Sick Bank Leave Committee shall consist of 3 licensed staff, 2 board members and 1 administration. If a tie breaker is needed the principal will determine the tie.

## Section 2.2 Personal Leave

Five (5) days of personal leave with no additional accumulation will be allowed each year with the following restrictions:

- a. These days are granted on a first come – first serve basis, pending availability of substitute teachers.
- b. One hundred twenty dollars (\$120) a day will be paid teachers for personal days not used.

## Section 2.3 Professional Leave

Professional leave shall be granted at the discretion of the superintendent to each teacher to attend professional meetings or workshops. The administrator may request a teacher to attend or represent the District at a meeting, workshop, or other school related matters. This leave, requested by the Superintendent, will not count against other teacher leaves as listed in the Master Contract.

## Section 2.4 Bereavement Leave

Bereavement leave, up to but not exceeding three (3) days per school year, may be granted. Upon request, where the three (3) days of the immediate family bereavement leave are expended, the principal may recommend an extension of the bereavement leave to the superintendent who shall have authority to grant up to an additional two (2) days of bereavement leave per school year

A teacher may utilize three (3) days of sick leave for funeral attendance or in cases where the teacher is called to the bedside, or where there is a death, provided that he/she has not received any remuneration after

his/her allotted sick leave has expired. All additional time missed in attendance will be subtracted from their personal leave time.

event of the death of a staff member's family, the Maddock School District will send those who wish to attend the funeral as a delegation with no time assessed, provided the staff member's sub agrees to cover the absence without additional salary.

#### Section 2.5 Emergency Leave

Up to one (1) day of paid time off per year will be allowed for emergencies. An emergency will be defined as a crisis over which the individual has no control, and which cannot be attended to during non-school hours. Emergency leave includes but not limited to weather-related situations, flooding, and accidents. Emergency leave does not include events that would be covered under sick leave, or bereavement leaves. The employee will contact the building principal or his/her designee. The administrator will decide whether or not the leave is approved and will notify the employee of the decision with a written explanation.

### ARTICLE III. CITIZENSHIP RIGHTS

#### Section 3.0 Jury Duty

Any teacher called for jury duty selection or jury duty will serve subject to the following:

- a. The District will pay for the substitute teacher.
- b. The teacher will get his/her teacher's salary.
- c. The teacher will turn over his/her jury pay to the school district. The teacher will retain payment for travel expenses.

### ARTICLE IV. PROFESSIONAL DEVELOPMENT

#### Section 4.0 Sabbatical Leave

The board may approve one year of sabbatical leave without pay, if the teacher has been in the Maddock School System for at least five years. The teacher must make this request to the Board by April 1<sup>st</sup> of the preceding year. If used as an educational sabbatical leave, the year will count as one year of experience on the salary schedule when the teacher returns to school.

### ARTICLE V. TEACHER RIGHTS

#### Section 5.0 Action on Complaint Against a Teacher 15.1-17-04

Any complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person, shall promptly be called to the attention of the teacher if said complaint is to be placed in the teacher's file.

### ARTICLE VI. MISCELLANEOUS PROVISIONS

#### Section 6.0 Understanding

The Board and the Association agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties and that said terms and conditions may not be altered, changed, added to, deleted from or modified without the mutual consent of the parties in amendment, written or attached and made part of this agreement.

#### Section 6.1 Saving Clause

Should any Article, Section, or Clause of this agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or 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 for the duration of the Agreement.

#### Section 6.2 Individual Contracts

Every effort will be made to have assignments fully known for each teacher prior to the issue of contracts. Duties, including class assignments and extra-curricular duties, will be discussed with each teacher individually prior to the issuance of the teacher's contract. Any necessary changes after contract issuance will be discussed personally with the teacher.

#### Section 6.3 Copies of the Master Contract

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the agreement is signed and shall be presented to all teachers now employed, hereafter employed or considered for employment by the Board. The Board shall also provide one (1) copy of the Agreement to the Association for its use.

#### Section 6.4 Budget

The expenditure budget of the Maddock School District will be provided at the Board's expense upon request and a copy furnished to MEA within one (1) week from the date of request. Additional copies will be the responsibility of the MEA.

### ARTICLE VII. TEACHER CONTRACT

#### Section 7.0 Credit for Experience

Incoming teachers with continuous teaching experience shall be given one-year credit for each year of teacher experience up to the maximum of ten (10) years. Included in such prior experience credit shall be years of service in the Peace Corp, or National Teacher Corps, or time spent on academic scholarships that have been earned as a result of prior teaching experience, provided that there has been prior experience previous to the other service time.

#### Section 7.1 Breaking of Contract

For release of contract, a teacher will be charged according to the following schedule and must be included with resignation before being considered by the School Board (payable in cash or money order):

1. 5% of contract upon signature up to June 30th
2. 10% of contract after July 1<sup>st</sup>.

#### Section 7.2 Reduction in Force and Re-Employment Policy

The School Board shall follow Century Code and School Board policy in matters of Reduction-In-Force.

## ARTICLE VIII. SALARY SCHEDULE

### Section 8.0 Salary Schedule

A new hire with previous teaching experience shall be paid an amount comparable to, but not greater than, the salary of a current employed teacher with comparable experience and education.

July 1, 2025-June 30, 2026

Steps	BA	BA+10	BA+20	BA+30	MS	MS+10
1	44250	45250	46250	47250	48750	49750
2	44750	45750	46750	47750	49250	50250
3	45250	46250	47250	48250	49750	50750
4	45750	46750	47750	48750	50250	51250
5	46250	47250	48250	49250	50750	51750
6	46750	47750	48750	49750	51250	52250
7	47250	48250	49250	50250	51750	52750
8	47750	48750	49750	50750	52250	53250
9		49250	50250	51250	52750	53750
10		49750	50750	51750	53250	54250
11				52250	53750	54750
12				52750	54250	55250
13				53250	54750	55750
14				53750	55250	56250
15				54250	55750	56750
16				54750	56250	57250
17				55250	56750	57750
18				55750	57250	58250

July 1, 2025-June 30, 2026

Base will increase to \$44250; with corresponding steps/lanes,

July 1, 2026- June 30, 2027 base will increase to \$46000.

### Section 8.1 Movement

All credits will be expressed in semester hours. To qualify for lateral movement classes must be at the 500 level or above. The superintendent must approve all classes. Returning certified staff will advance a step on the salary matrix within the educational lane.

### Section 8.2 Method of Payment

Each teacher shall have the option of accepting salary in 9,10,11, or 12 months. Teachers will receive 2 pay checks per month on the 15<sup>th</sup> and on the 30<sup>th</sup> starting with the first pay day of the school year. (i.e. If school starts on August 22<sup>nd</sup>, the first pay date would be August 30<sup>th</sup>). Fifty (50%) of the month's earnings will be paid on the 15<sup>th</sup>; the remainder with any adjustments will be paid on the 30<sup>th</sup>. (Except in February when it will be paid on the last day of the month.) If the 15<sup>th</sup> or the 30<sup>th</sup> fall on a weekend or a school holiday vacation, teachers will receive their checks on the prior school day closest to that date.

Teachers receiving salary for a period of 9 months will receive their last check on the final day of school\*. Teachers receiving salary for periods of 10, 11, or 12 months will receive a check on May 15th, with the remainder of the checks being issued on the final day of school\*. \*All final checks will be issued upon completion of assigned duties as listed in the staff handbook.

### Section 8.3 Teacher Retirement

The District will pay the employees portion of the member assessment, as outlined by Model 2 Full.

### Section 8.4 Cafeteria Plan Benefit

A separate written Cafeteria Plan that complies with the requirements of Section 125 and the regulations is maintained by the District for employees. Participants in the cafeteria plan must be permitted to choose among at least one permitted taxable benefit (example: cash) and at least one qualified benefit (example: health insurance, dental insurance, vision insurance, disability insurance, cancer insurance, accidental death and dismemberment insurance, health flexible spending, dependent care flexible spending, 403b). If benefit premiums exceed the District's contribution, the amount shall be deducted from the employee's salary.

The District will pay an amount equivalent to a BCBS single health, BCBS single dental, and BCBS single vision plan combined as the annual cafeteria plan benefit. Policy specifications must be agreed upon by all group members, including administration and non-certified members in such plan.

Teachers not employed on a full-time basis will be offered a prorated amount in proportion to their contract. Teachers hired before 2021-2022 will still be eligible for their cash payout if they choose to decline insurance benefits.

Any new hire or rehire for 2021-2022 school year and beyond will not be eligible for single health benefits in lieu of cash payout.

In the event there are two teachers in the system who are married to each other, the District shall pay the annual cafeteria plan benefit rate times their combined full-time equivalency towards the plan.

Coverage shall extend from October 1 through September 30 of the following year.

If a teacher leaves his/her position during the school year, the insurance will be terminated at the time of the leaving, unless continued by the terms of COBRA.

### Section 8.5 Extra-Duty Pay

The Board agrees to negotiate the duties that will be placed on the extra-duty pay schedule but compensation for these duties will be paid at the Board's discretion. Any teacher who is dissatisfied with the extra pay schedule or any part of the schedule has an option of meeting with the Board for discussion. Negotiations regarding any part of the schedule will be held directly between the Board and the Teacher. The most current extra-curricular pay schedule will be attached to the Articles of Negotiation.

A certified teacher will receive hourly compensation of \$25 per hour when required by their administrator to attend the following events: IEP or ILP meetings, 504 Meetings, Music Concerts, Staff Meeting or other assigned events/meetings that extend beyond or are held after contracted school days. Teachers are responsible to turn in their time sheets for compensation.

Teachers and their spouse will receive season tickets and ticket-takers will be paid. Teachers will pay for their student(s)' gate fees and participation fees.

000 subbing fee per period will be paid to a teacher subbing for an absent teacher during his/her prep or time when a sub is not hired.

The District will pay up to \$150 for one mandatory staff in-service day above the in-service days included in the state mandated school calendar. Teachers will have two required in-service days at the beginning of the school year.

## ARTICLE IX. DURATION

### Section 9.0 Effective Dates of Master Contract

The provisions of this agreement will be effective as of July 1, 2025 for new contracts and will continue and remain in full force and effect until June 30, 2027. Said agreement will automatically be renewed and continue in full force and effect for additional periods of one year.

In witness thereof duly, authorized representatives of this Association and the Board hereunto set their hands and seals this 26<sup>th</sup> day of March 2025.

Bobby Haffner

Association

Heidi Keller

Association

Association

[Signature]

School Board

Paul W. Backstrom

School Board