

**Mandaree Public School
Negotiated Master Agreement
2025-2026 Academic School Year
Between
The Mandaree School Board
And
The Mandaree Education Association**

Preamble

The School Board of the Mandaree School District and the Mandaree Education Association do hereby agree that the welfare of the students of the Mandaree School District is paramount in the operations of the school and will be mutually promoted by both parties. The parties do hereby agree as follows:

Article I. Recognition

The Mandaree School Board recognizes the Mandaree Education Association as the representatives for all licensed teachers at the Mandaree School, except administrators and substitute teachers.

Article II. Contract

Length of Contract: Said TEACHER is licensed to teach in the public schools in said County of North Dakota and hereby contracts to teach in said SCHOOL DISTRICT during the 2025-2026 school year beginning on August 12, 2025 for a term of 1050 instructional hours and not to exceed 1080 instructional hours. In addition, the TEACHER shall attend 48 hours of professional development, 16 hours of parent teacher conferences, 88 minutes of duties in the classroom or assigned areas either before school begins or after school ends.

The contract will not exceed 186 days. Teachers are not required to work on non--contract Fridays.

Mandaree School District operates on a 4-day week. If the Friday is not in orange on the approved calendar, certified employees are not contractually obliged to work those days without compensation.

Should the Mandaree School District return to a 5-day week, the negotiated agreement may be modified as needed.

Compliance of Individual Contract: All individual contracts must be in compliance with the master contract. *If any discrepancies occur, the master contract will supersede the individual contract.*

Issuance of Individual Contracts: No individual contracts shall be issued until negotiations are complete. Negotiations are complete when the Master Agreement is updated, printed, ratified, and signed by both parties.

Article III. Professional Compensation

Salary: Teachers shall be paid based on their placement, according to education and experience, on the salary schedule as set forth in Table I for the 2025-2026 school year as approved by June 11, 2025 Teachers new to the School District may be credited with up to twenty-five (25) years' experience for placement on the salary schedule.

Policy Formation: The Teacher Policy Handbook will be formed with input from committee consisting of one (1) School Board member, one (1) MEA member, one (1) Superintendent/Principal and one (1) Special Education Staff member with a majority vote of three (3) to recommend suggested amendments with final School Board approval.

Teacher Prep Pay: The Board agrees to pay a teacher a sum of \$30.00 per day for loss of a fifty-minute preparation period. Substitute forms must be submitted Monday of payroll week in its entirety.

Article IV. Paid Leave Provisions

All teachers will be credited with ten (11) days of sick leave and may be accumulated without limit. Up to 360 hours (45 days) of accumulated sick leave may be sold back at the rate of \$75.00 per day. Sick leave may be used for maternity leave. Funeral leave may be granted for two (2) days in state, or four (4) days out of state. At the beginning of each school year, each teacher will be credited with 40 hours (5 days) of personal leave. Teachers will be allowed to carry over two days of personal leave for a maximum of six (6) days in any given academic year. Personal days may not be sold back to the District.

Article V. Management Clause

The following Management's Rights Clause was found by the North Dakota

Supreme Court to be sufficient to entitle the Board to unilaterally assign a sixth

teaching period to its high school teachers. It should be given serious consideration for inclusion in this district's master contract.

The School Board and MEA agree to the Management Rights Clause as follows:

1. All terms and conditions of employment not covered by this agreement shall continue to be subject to the Board's exclusive direction and control, and shall not be the subject of negotiations during the terms of this Agreement.
2. The determination and administration of school policy, the operation and the management of schools, and the direction of employees are vested exclusively in the School Board of the School District.

The School employer must operate in accordance with all statutory provisions for the State, and such other rules and regulations as are promulgated by the State Department of Education. In accordance with such statutes, rules and regulations, and in accordance with the declared intent of the Legislature, the School employer cannot and shall not reduce, negotiate, or delegate its legal responsibilities, and no provision contained in the Agreement shall be so construed.

3. It is expressly agreed that all rights which are vested in the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to be vested exclusively in and be exercised exclusively by the Board without prior negotiations with the Association, either as to the taking of action under such rights or with respect to the consequence of such action during the term of the Agreement.

Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Board or the Superintendent under the Constitution of the State.

The fact that management rights have not been listed in the Agreement is not intended to be, nor shall it be restrictive, or a waiver of, any rights of management, unless specifically surrendered by Agreement whether or not such rights have been exercised by the Board in the past.

4. The Association recognizes the right of the Board, subject to the State and Federal laws, rules and regulations, and except as modified by the provisions of the Agreement, to control, supervise, direct and manage the School District and its staff.

Comprehensive Form

1. The determination and administration of school policy, the operation and management of the schools, and the direction of the employees are vested exclusively in the Board of the School District, which is legally constituted body for that purpose.
2. The School employer, on its own behalf and on behalf of the citizens of the School District, hereby retains and reserves unto itself, without limitation, all power, right,

authority, duties, and responsibilities to manage and direct the operations and activities of the School District to the full extent conferred upon and vested in it by the laws and Constitution of the State, and of the United States, including, but not limited to the right of the School employer:

- To the executive management and administrative control of the School District and its properties and facilities of its employees;
- To establish policy;
- To hire all employees, to direct their work, to determine their retention, to determine their qualifications and the conditions for their continued employment, or their suspension or dismissal or demotion; and to promote, transfer and assign all such employees, all as deemed necessary or advisable by the School employer;
- To establish grade structures, organization and course of instruction including special programs, and to provide for athletic, recreational and social events for students all as deemed necessary or advisable by the School employer;
- To decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment;
- To contract or subcontract any or all services, duties, assignments, and work as determined solely by the School employer;
- To maintain efficiency of school operations;
- To relieve its employees from duties because of lack of work or other legitimate reason;
- To take actions necessary to carry out the mission of the public schools and the School District as provided by law.

Article VI. Master Agreement

Entire Agreement Clause: This article supersedes and conceals all previous agreements, oral, or written, or based on alleged past practices, between the School (employer) and the Association, and constitutes the entire agreement between the parties. Any amendments or agreements supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

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 and effect until the next agreement is completed.

Duration Clause: This Agreement shall be effective on, June 11, 2025 and shall be automatically be renewed and will continue in force for additional periods of

one (1) year unless either party gives written notice to the other part, no later than 90 days prior to the anniversary date, of its desire to reopen certain provisions of this Agreement and/or additions to this Agreement, and to negotiate over terms of these provisions.

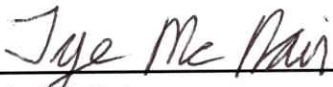
In the event a successor Agreement is not agreed upon before the anniversary date of this Agreement, all provision of this Agreement shall remain in full force and effect until a mutual agreement is reached. All salaries, benefits, and working conditions agreed upon in the successor Agreement will be retroactive subject to negotiations to the anniversary date of this Agreement.

Printing and Distribution of the Agreement: Copies of this Agreement and individual Contracts shall be distributed by the Business or Personnel Office to all licensed staff currently employed, within ten (10) days after the Agreement is signed. A copy of the Agreement, and Teacher and Student Handbooks shall be available to all licensed staff on the first day of the school year or the first day of employment. A copy of Board Policy shall be updated and available in the School's Business Office at all times for reference by licensed staff.

This Agreement is signed for this 11th day of June 2025.

In witness thereof:

For the Mandaree Education Association



Tye McNair
MEA President



Kent Anderson
Business Manager

For the Board of Education of Mandaree
Public School #36

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Kelly Bradfield
School Board President