

**MAPLETON
PUBLIC SCHOOL
District #7**

MASTER TEACHING CONTRACT

2025-2026

Mapleton Public School District #7
Master Teaching Contract 2025-2026 School Year

ARTICLE I. RECOGNITION

The School Board of Mapleton Public School District No. 007, hereinafter referred to as the Board, recognizes that teaching is a profession. The Board recognizes the Mapleton Education Association, hereinafter referred to as the M.E.A. or the Association, as the representative of the certified teachers employed by the Board for the purpose of negotiation on certain matters of mutual concern for duration of this contract. Recognition for future contracts will be done according to North Dakota century code. 08/11/2011

ARTICLE II. GRIEVANCE POLICY

A. DEFINITIONS

1. A "grievant" shall mean a teacher or group of teachers or the Association filing a grievance.
2. A "grievance" shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this agreement.
3. "Days" shall mean teacher employment days, except when a grievance is submitted in the summer then time limits shall consist of all weekdays.

B. INDIVIDUAL RIGHTS

A grievant may be represented at all stages of the grievance procedure. If not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

C. PROCEDURE

Step One: The parties acknowledge that it is usually most desirable for an employee and his/her principal to resolve problems through free and informal communications. Within twenty days following knowledge of the condition, which is the basis of the complaint, the grievant shall present the grievance in writing to the principal who will arrange for a meeting to take place within four (4) days. The principal shall provide the grievant and the Association with a written answer to the grievance within two (2) days. Such answer shall include the reasons upon which the decision was based. Failure of the grievant to file a grievance in the allotted time shall constitute a waiver of said grievance.

Step Two: If the grievant is not satisfied with the disposition of his/her grievance at Step One, or if no decision has been rendered within six (6) school days after presentation of the grievance, then the grievance may be referred to the Board. The Board shall hold a hearing with the grievant and/or the Association within thirty (30) days of the receipt of the appeal. The parties shall have the right to include such witnesses and representatives as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Board will have twenty (20) days to provide a written decision, together with the reasons for the decision to the association. 08/11/2011

Step Three: If the grievant and the Association are not satisfied with the disposition of his/her grievance at Step Two, or if no decision has been rendered within twenty (20) school days after he/she first met with the Board, he/she may within five (5) school days after a decision by the Board, request in writing that the Association submit his/her grievance be submitted to arbitration. The Association may by written notice to the Board within fifteen (15) days after receipt of the request from the aggrieved person, submit the grievance to binding arbitration.

Within ten (10) school days after such a written notice of submission to arbitration, the Board and the Association will select a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the ten-day period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association. 08/11/2011

The arbitrator selected will hold a meeting promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearing. If the arbitrator does not reach a decision within twenty (20) days, he/she shall be dismissed, and a new arbitrator will be selected to Step Three of grievance procedure.

The decision of the arbitrator will be submitted to the Board and Association and will be final and binding upon both parties.

The cost for the services of the arbitrator will be born equally by the Board and the grievant.

D. NO REPRISALS

No reprisals of any kind will be taken by the Board and the Administration against any teacher because of his/her participation in the grievance procedure.

E. PERSONNEL FILES

All documents, communication, and records dealing with the processing of grievance shall be filed separately from the personnel files of the participants.

ARTICLE III. LEAVE

A. SICK LEAVE

At the beginning of each school year, each teacher shall be credited with twelve (12) days sick leave allowance to be used by the absences caused by illness or disability of the teacher or immediate family. The unused portion of such allowance shall accumulate from year to year to a limit of ninety (90) days. Teachers opting to not seek early retirement will receive payout of up to 90 days unused sick leave at the current substitute daily rate of pay at the termination of their employment.

Amended **08/25/2015 06/2025**

*At the beginning of each school year, each part-time teacher shall be credited with ten (10) days sick leave allowance to be used by the absences caused by illness or disability of the teacher or immediate family. Teachers shall be paid for up to (12) twelve

days of unused sick leave at 100% of the current daily substitute pay rate for days above the maximum accumulation of 90 days. **08/23/2013 08/25/2015**

B. PROFESSIONAL LEAVE

Professional leave related to the teaching assignment of the teacher can be taken, not to exceed two (2) days per year. At the discretion of the district, an additional two (2) days can be taken for attendance requested by the administration. If attendance is requested by the administration, the school district will pay the total fees. Notification is required five (5) days in advance if possible. This will be pro-rated for part-time teachers. When this figures out to a fraction of a day, that amount shall be counted as a full day of credit toward professional leave for the part-time teacher. Additional leave can be requested of the Board.

Staff members completing additional training will be eligible for an educational reimbursement up to \$100 per year with proof of expenditure. **08/2007 06/21/2011 05/2019**

C. ANNUAL LEAVE

Nine (9) days of absence at the teacher's discretion with salary and the school district paying for the substitute. Two (2) additional days, beyond the nine (9), can be used with the teacher responsible for paying the substitute at the substitute rate.

A. If less than nine (9) days are used during the school year, a max of five (5) days will be reimbursed at the teacher's daily rate of pay AND/OR a maximum of three (3) annual leave days can be carried over to the next year's annual leave balance to start the next year with twelve (12) annual leave days. ANY UNUSED LEAVE BEYOND THE 8 DAYS WILL BE LOST.

OR

B. Teachers can carry over all unused annual leave to the next year's sick leave, in lieu of receiving the teachers rate of pay. **08/16/17 05/24/2023 06/2025**

When possible, the teacher will give at least one week's notice to the administrator for any leave taken. If too many teachers are using annual leave on a particular day, the administrator has the right to refuse leave. First requests will be honored first. **08/2007 06/21/2011 08/23/2013 08/16/2017**

D. LEAVE ALLOWANCE BANK

At the beginning of each school year, each teacher may contribute one (1) sick leave day to a common bank to be administered by the Association. Each teacher will let the Association president know of their contribution within ten days of the start of the school year. Teachers who have contributed to the bank and who have exhausted their accumulated sick leave allowance may make reasonable withdrawals, as determined by the Association, from the common bank provided that there are sufficient days available in the bank.

To request days from the leave bank, please contact the Association president. The president will then conduct a vote. After the vote, if days have been granted, the

president will communicate to the business manager "We have granted *this many* days to X". **05/2021 06/2025**

E. UNPAID LEAVE OF ABSENCE

An unpaid leave of absence may be granted to a teacher for up to one (1) year if he/she so requests. Request will be approved or denied by the Board. A request for an additional one (1) year unpaid leave of absence may be submitted to the Board. If request is approved, the salary schedule placement and seniority will be maintained.

ARTICLE IV. NONRENEWAL/REDUCTION IN STAFF

When reduction of professional certified staff becomes necessary because of a discontinuance of teaching position, or a substantial and demonstrable reduction in pupil enrollment, or a substantial and a demonstrable decrease in funds outside the authority and control of the Board or other needs of the district, the Board will make every effort to insure that separated personnel will be placed in other teaching positions within the district. **08/11/2011**

A. In the event personnel are placed on nonrenewal; the contracts of such personnel will be terminated in accordance with present status and fair dismissal procedures as described by North Dakota Law. NDCC 15.1-15-05 **08/2007**

B. The placement of teachers on nonrenewal shall be in inverse order of seniority in the areas of certification. No teacher shall be placed on nonrenewal if there is any other qualified teacher with less seniority in the same areas of certification. Seniority shall be defined as date hired in the district.

In the event of identical seniority, the following criteria will be used in the order listed:

1. Most advanced degree
2. Total credits earned
3. Total teaching experience
4. Date of certification
5. Documented results of teacher evaluations

C. Teachers placed on nonrenewal shall be reinstated to the position from which they have been nonrenewed, or any other available position in the school district in fields in which they are qualified, as such positions become available in order of seniority.

Separated personnel shall be notified by certified letter of an opening for which their certification qualifies them. Should separated personnel decline to return or fail to keep their mailing address current with the Mapleton School District, they will have forfeited their right to reemployment as certified personnel with the Mapleton School District. **06/21/2011**

D. Teachers on nonrenewal shall remain on the seniority list for two (2) years. Teachers on district-approved leave shall remain on the seniority list.

E. Teachers shall be credited for seniority purposes with the years of service on sabbatical leave, maternity leave, extended sick leave, military leave, or any other authorized leave of absence from Mapleton School District.

F. Separated personnel returning to employment from the recall list will have all accumulated benefits reinstated and will be placed on the salary schedule at the level commensurate with their experience and academic preparation or other provisions as stipulated in this contract or school policy.

ARTICLE V. PAY

A. METHOD OF PAYMENT

Teachers shall be paid semimonthly on the fifteenth day and the last day of each month beginning August 31st, except when a pay day falls on or during a school holiday, vacation, or weekend, at which time teachers will receive their checks the last working day preceding such holiday, vacation, or weekend. Teachers are to be paid on a nine-month or twelve-month basis as each requests. For each teacher who requests to be paid on a twelve-month basis, the last two months will be combined and paid at the end of the fiscal year June 30th. **08/2007** Teachers have the right to direct deposit. **06/12/2003 06/2025**

B. INSURANCE

The School District will pay:

1. Health, Dental and Vision Insurance.

a. The actual cost of a single group health, dental, and vision policy premium for Mapleton School's Group Plan for the 2025-2026 school year for full-time employees and prorated for all part-time employees.

b. Teachers who elect not to participate in the district health insurance plan will have an annual stipend of \$2000. Stipend to be paid in two (2) equal payments of \$1000 occurring in November and May. **Added 06/2025**

Teachers electing not to participate in the School District's group health insurance plan must submit a satisfactory Waiver of Health Coverage form before receiving any funds.

These provisions must fully comply with the requirements of Internal Revenue Code.

Committee consisting of an MEA member, Board member, and Principal to recommend insurance group coverage for Board approval. **07/28/1998 8/16/2017**

2. Long-Term Disability Insurance.

The Board shall provide 100% of the cost of employee long-term disability protection.

C. SOCIAL SECURITY

The MEA and the Board agree to include social security as a payroll deduction starting August 31, 2017, going forward continuously. **08/16/2017**

D. TEACHERS' FUND FOR RETIREMENT

Mapleton School District will follow Model 2 Employer Payment Plan. The District will pay the full employer assessment and the full member assessment. **07/28/1998**

E. CREDIT FOR EXPERIENCE

The maximum teaching experience to be transferred shall be eight (8) years. This would allow the school district to hire a teacher with more experience, which would help the students in school. **10/2009**

F. SALARY SCHEDULE

New Hires

	BA/BS	BA/BS +8	BA/BS +16	BA/BS +24	MA/MS	MA/MS +8	MA/MS +16	MA/MS +24	MA/MS +32
2025-2026	\$40,000	\$40,500	\$41,000	\$41,500	\$42,000	\$42,500	\$43,000	\$43,500	\$44,000

For each year of experience, a newly hired teacher will receive \$1,000, subject to the condition that said teacher's total salary shall not exceed the total salary paid to a returning teacher with the same number or more years of teaching experience in the same education lane. (This applies to teachers contracted the same number of days, extended contracts will be compared based on the number of days they are contracted for.)

Salaries of part-time new hires will be prorated.

Returning Teachers

	BA/BS	BA/BS +8	BA/BS +16	BA/BS +24	MA/MS	MA/MS +8	MA/MS +16	MA/MS +24	MA/MS +32
2025-2026	N/A	\$500	\$500	\$500	\$3000	\$650	\$650	\$650	\$650

Guaranteed annual increase: Each returning teacher will receive a guaranteed annual increase equal to 3.0% of their previous year's salary.

For the 2025-2026 contract year, the annual increase will not be in effect. For the 2025-2026 contract year, each returning teacher will receive a 0% increase of their previous year's salary. Lane changes will still be honored. Added **06/2025**

During a lane change a returning teacher can collect the dollar amount in each cell on their way to their earned lane. This amount is added to their salary and is compoundable.

G. Daily teacher rate of \$30 an hour will be paid for any additional work outside of a teacher's contracted hours of 8:00 am-3:30 pm. **06/2025**

ARTICLE VI. WORKING CONDITIONS

A. TEACHER SAFETY

To provide a safe workplace environment, the district will establish a Workplace Safety Committee to provide input on occupational safety policies and procedures. The committee's work would include, but not be limited to, looking at student behaviors; **potential** hazards and safeguards; district safety rules; and emergency procedures. The membership will include at least one teacher, one para and one support staff. All recommendations by the committee would require Administrator approval. **05/2019**

B. TEACHER WORKLOAD

Classroom teachers shall not be required to remain with their classes while instruction in music, physical education, or library science is being conducted by a specialist hired for that purpose. Physical education, music and library science will be provided by special instructors at least at minimum standards. Instructors are not responsible for children while they are under the supervision of a lunch or playground supervisor.

All teachers will have a daily minimum of 60 minutes within the student contact day for preparation. Part-time teachers will be prorated according to their contract hours. **5/2021**

Policy DHBC was adopted by the board to ensure teachers' workload and to protect their time in the classroom. **05/2023**

C. LUNCHROOM DUTY

Time is to be pro-rated for part-time teachers. Principal to schedule lunchroom duty. Any conflicts to be worked out by teachers and principal. Teachers will be responsible for 5 minutes of lunchtime duty. **08/16/17** Teachers will not be charged for lunch. **08/16/17**

D. HOURS AND CONTRACT YEAR

Each employee shall be guaranteed a minimum thirty-minute duty-free uninterrupted lunch period daily occurring between 11:00 A.M. and 1:00 P.M. The lunch hour will be extended by five (5) minutes starting the beginning of the 2017-2018 school year.

The school day for any teacher shall be 1/2 hour before the morning bell and 1/2 hour after the dismissal bell. Teachers are encouraged, however, to remain for a period sufficient to attend any matters which would properly require their attention at the end of the school day.

The Administration or Board has the right to call staff meetings which will commence within the contracted school day and attendance shall be required by all staff members. Notification if possible three (3) working days in advance. **07/06/11**

The teaching contract will be on a 185-day contract with two workdays within the agreement. **05/24/2023 06/2025**

E. TEACHER'S AIDE

An aide should not be used for a substitute teacher unless in an emergency for short periods of time. An aide will be hired for playground duty. Teachers will not be required to perform playground duty at lunch recess. However, they may voluntarily provide morning and afternoon recess for their classroom students at their discretion. Should morning and afternoon recess become mandatory either by the administration, the school board or the state, an aide will be hired for playground duty.

F. MAINTENANCE OF STANDARDS

All conditions of employment shall be maintained at not less than the highest minimum standards *as defined by the existing contract* in effect at the time this agreement is signed unless altered by State statute. Changes must be made by mutual consent of the Board, Administration, and Association. **05/25/00**

G. SCHOOL CALENDAR

The school calendar for each year shall be mutually discussed by the Administration and the Association and final adoption shall be made by the School Board.

H. STUDENT TEACHER SUPERVISION

Teachers responsible for the supervision of student teachers will receive 100% of the remuneration provided by the higher education institution. No teacher shall be assigned a student teacher for his/her supervision without said teacher's consent.

I. VACANCIES

Vacancies will be open to current staff members two (2) weeks before they are open to the public. Staff interested in open positions will need to submit a letter of interest to the principal. The principal may choose to interview the internal candidates before awarding the transfer.

In the event of two internal applicants for the same position, the criteria below will be considered by the principal, but the final decision will be made based on the best fit for the students.

1. Most advanced degree
2. Total credits earned
3. Total teaching experience
4. Date of certification
5. Documented results of teacher evaluations

05/2021

J. RELEASE FROM CONTRACT

Once a teacher signs **their** contract, it is assumed that they will not be asking the Administration and the Board to be released from said contract in order for them to pursue other teaching engagements. In order to protect the school district from having the expense of looking for a new teacher and/or finding substitute teachers at inopportune times, the following release fees may be assessed, if the Board, in its sole discretion, grants the requested release: **07/06/2011**.

July 16 - July 31 \$300.00
Aug. 1 - Aug. 15 \$500.00
Aug. 16 - End of term \$1,000.00

The release of teachers will be conditional upon receiving the Release Fee prior to the actual release date. Exceptions to the above may be granted for extenuating circumstances after review and approval of the Mapleton School Board. **05/25/2000**

K. LANE MOVEMENT

A. Teachers can only move lanes during the agreement year. Teachers shall get to move educational lanes for any continuing education credits that total 8. Teachers shall also get to move educational lanes for any graduate level credits they took in addition to their master's program during the duration of their master's program.

B. In order to move a lane during the school year, the teacher must notify the School Board and School Administration in writing on or before September 30th that they are taking or plan to take classes and anticipate receiving credits or a degree which would move a lane during the school year, the teacher has to have received and provided written documentation supporting the credits or degree on or before January 1st.

C. When moving lanes, teachers will receive the sum from each lane moved.
05/24/2023

In order to move a lane during the school year, the teacher must notify the School Board and School Administration in writing on or before September 30 that they are taking or plan to take classes and anticipate receiving credits or a degree which would move them an educational lane during that school year. Also, in order to move a lane during the school year, the teacher has to have received and provided written documentation supporting the credits or degree on or before January 1. **06/12/03 08/16/17**

L. STEP CHANGE

A step twenty (20) will be added to Lane BA/BS+75—MA/MS+16 in 2003.
06/12/2003

A Lane of MA/MS +32 will be added in 2021. **05/2021**

M. SUBSTITUTE TEACHING BY REGULAR STAFF:

Teachers shall be paid the hourly rate of substitute teacher pay per period of substitute teaching. Upon teachers providing a record of all time used as a substitute under **this** section, the subbing time will be paid within the next pay period. For a full day substitute, all substitute teacher options must be exhausted before a regular staff member is pulled from their contracted duties to substitute in another area. **08/16/2017**

N. SAVINGS CLAUSE

If any provision of this agreement or any application to any certified teacher is finally held to be contrary to law, then such provision or application shall be deemed invalid to extent required by such decision, but all other provisions or applications shall continue in full force and effect. If such provisions exist which are so held, at the request of either party negotiations shall immediately commence to alter said section(s) providing the benefits according to the intent of the parties within 90 days. **05/24/2023**

M. REQUIRED MEETING WITH ADMINISTRATION

Whenever a teacher is required to appear before the Board or an administrator for any reason that could adversely affect the teacher's position, the teacher shall be notified, in advance, via email or written letter. The written notification will include the reason for the meeting and the teacher's right to representation at the meeting. **Added 06/2025**

ARTICLE VII.

A. DURATION CLAUSE

The terms and conditions of this agreement shall remain in effect for the 2025-2026 school year or until such time as negotiations are completed. **8/11/2011**

Either party may commence negotiations over the terms of a successor agreement by timely written notification in accordance with North Dakota century code. **8/11/2011**

In witness whereof, the Association has caused this agreement to be signed by its President and Secretary and the Board has caused this agreement to be signed by its President, attested by its Business Manager.

School District



School Board President

Date: 6/19/25



Business Manager

Date: 6/19/25

Mapleton Education Association



Association President

Date: 06/19/2025



Association Vice President/Secretary/Treasurer

Date: 6-19-25