EDMORE PUBLIC SCHOOL DISTRICT COMPREHENSIVE AGREEMENT 2019-2020, 2020-2021 School Years

PREAMBLE.

The School Board of the Edmore School District, Edmore, North Dakota and the Edmore Education Association do hereby agree that the welfare of the children of the Edmore School District is paramount in the operation of the school and will be promoted by both parties. The parties do hereby agree as follows:

ARTICLE I. RECOGNITION.

Section 1. Association Recognition.

The School Board of the Edmore School District hereinafter referred to as the Board, recognizes that teaching is a profession. The Board recognizes the Edmore Education Association, hereinafter referred to as the Association, as the bargaining representative for all full-time/part-time licensed teachers of the School District engaged in classroom teaching, but excluding the principals and superintendent.

Section 2. Board Recognition.

The Association recognizes the Board as the elected representatives of the people of the Edmore School District and as employers of the certified personnel of the Edmore School District.

ARTICLE II. PROCEDURES.

Section 1. Directing Requests.

Requests for negotiation meetings from the Association normally will be made directly to the superintendent or his representatives. Requests from the superintendent or the Board, or their representatives, will be made to the president of the Association. A mutually convenient meeting date shall be set and a meeting held within five (5) days of the date of request.

Section 2. Meetings.

Meetings for the purpose of negotiations shall be mutually agreed upon. Requests for changes in date or time shall be made through the superintendent's office.

Section 3. Assistance.

The parties may call upon competent professional or lay persons to render advice relative to the negotiations. Further, the cost of such assistance shall be borne by the party securing the assistance. The cost of secretarial assistance will be shared equally by both parties.

Section 4. Exchange of Information.

The Board, or the Association, upon request from the opposite party, shall provide accurate information which is normally considered public information. Examples of such information would include financial resources of the district and salary schedules of area schools.

ARTICLE III. TEACHER RIGHTS.

Section 1. Statutory Savings Clause.

Nothing contained herein shall be construed to deny or restrict the rights afforded any teacher under the laws of North Dakota. The rights granted to teachers hereunder shall be deemed in addition to those provided elsewhere.

ARTICLE IV. ASSOCIATION RIGHTS.

Section 1. Use of School Mail Service.

The Association shall have the right to use school districts' mail services and teachers' mail boxes for communications to teachers.

ARTICLE V. LEAVES.

Section 1. Sick Leaves.

An employee's unused sick leave bank can be accumulated up to 65 days with an additional 15 days granted at the beginning of each contract year, not to exceed 80 days total for that contracted year. The allowance can be used for absences caused by illness or disability of the teacher. Ten (10) days per year may be used to stay at home with an immediate family member. Immediate family being defined as: spouse, grandparents, parents, brothers, sisters, children and grandchildren of the employee and his/ her spouse. This also includes individuals for whom the employee is current legal guardian. Pregnancy/Maternity disability will be treated as any other illness/disability. The Board may request a second doctor's confirmation or a second doctor's opinion concerning a teacher who has been absent due to illness for an extended time of four (4) or more days. The Board will pay the cost for the second opinion and may select the doctor. An employee may use up to 12 days for adoption/paternity leave to be deducted from accumulated sick leave. Additional days may be granted upon approval of superintendent and school board. At the end of the year, teachers will be compensated for any unused sick leave over 65 days at a rate of \$25.00 per day after 3 years of employment. Upon resignation in good standing or retirement after 3 years with the district, the total banked sick leave will be paid out at \$25.00 per day.

Section 2. Professional Leave.

Each teacher shall be credited with teacher professional leave. The teacher planning to use a professional business day must first receive the approval of the administration.

Section 3. Emergency Leave.

At the beginning of each school year, each teacher shall be credited with a 2-day emergency leave allowance, accumulative to six (6) days. The emergency leave is to be used for such things as death or serious illness requiring hospitalization or immediate medical attention in the immediate family. Three (3) days of emergency leave per year may be used to attend a funeral not in the immediate family. Two (2) days of emergency leave may be used if no travel is advised from the home residence or school related event to the school as issued by the NDDOT. The teacher must receive the approval of the superintendent.

Section 4. Personal Leave.

At the beginning of each school year, each teacher shall be credited with three (3) days, accumulative to five (5), to be used for personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal business day shall provide the administration with sufficient time to hire an acceptable substitute teacher. Each unused personal day above the five days will be reimbursed at an equivalent to one contracted day and will be added to their tenth check. One personal day may be split into half days.

Section 5. Sabbatical Leave.

Teachers who have been employed by the district for four (4) years shall be eligible to apply for a leave of absence of one (1) year without pay subject to Board approval on an individual basis. A teacher going on sabbatical leave is guaranteed his/her job back, contingent on the application of the guidelines in the district's reduction in force policy. A teacher on sabbatical leave must notify the Board in writing of his/her intent to return or not return by February 15th of the school year that the sabbatical is granted. Upon returning the employee will stay at the same step on the salary schedule as when they left.

ARTICLE VI. INSURANCE.

Health insurance is paid for all full-time at the minimum to maintain grandfather status or no less than \$4900.00 for the 2019-20 and 2020-21 contract agreement. Teachers will have the option of transferring salary to provide full medical insurance. Teachers under contract for 50% time or greater will have their insurance benefit prorated accordingly.

ARTICLE VII. EXTRACURRICULAR SCHEDULE ACTIVITY

See appendix A.

ARTICLE VIII. SALARY SCHEDULE See appendix B.

ARTICLE IX. NORMAL TEACHING LOAD.

Section 1. Normal Teaching Load.

In a standalone elementary classroom, the normal teaching load will be established so that each teacher will receive two hundred fifty (250) minutes per week of preparation time. The remainder of the day will be spent in classroom instruction.

The normal teaching load in the high school in a seven-period day is five (5) classes, one study hall and a prep period or six (6) classes and a prep period. The prep period will be fifty (50) minutes per day.

Section 2. Teacher Training.

State required semester hours of credit every five (5) years shall be compulsory. Each teacher will receive an increment on the schedule each year after 4 credits have been earned. Courses must be applicable graduate and continuing education courses in order to renew teaching license as per ESPB requirements; exceptions to this must be cleared by the superintendent. In order to change lanes, notification must be submitted to the superintendent for approval by September 1 of the current school term.

Section 3. Absence in Excess of Leaves.

The Board will deduct 1/186(or as constituted by the legislation) from the teacher's yearly gross salary for each day he/she is absent in excess of negotiated leaves. All leaves in excess of negotiated leaves will require individual School Board approval.

Section 4. Extended Employment.

Those teachers having extended employment contracts will be paid at the rate of 1/186 (or as constituted by the legislation) of the teacher's salary. Teachers will be required to work eight (8) hours for each day counted, and may be expected to use a time clock at the discretion of the administration. Extended employment will be determined by administrator recommendation. The number of days a teacher works on extended contract may vary.

Section 5. Substitute Teacher Pay.

Teachers that substitute during their prep hour will be reimbursed at 1/7 of a contracted day of said teacher's salary.

ARTICLE X. MISCELLANEOUS PROVISIONS.

Section 1. 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 and attached, and made a part of this agreement.

Section 2. Board Policy.

This agreement constitutes Board policy for the term of said agreement and shall be incorporated into and be considered part of the established policy of the Board.

Section 3. Savings 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 it violates the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of this agreement.

Section 4. Individual Contracts.

Any contract between the Board and a teacher shall be expressly subject to the terms and conditions of this agreement, except in the case where the Board is unable to fill teaching vacancies in critical need areas. Signing bonuses may be utilized as needed to fill existing vacancies. If an individual contract contains any language inconsistent with this agreement, this agreement for its duration shall be controlling.

ARTICLE XI. AMENDMENT.

The provisions of this agreement may be amended, deleted, or added to with the mutual consent of both parties involved.

ARTICLE XII. DURATION.

Section 1. Binding Period, Continuation, and Renegotiation.

The provisions of this agreement will be effective as of July 1, 2019, and will continue and remain in full force and effect until June 30, 2021. Said agreement will automatically be renewed and continue in full force and effect for additional periods of one (1) year unless either the Board or the Association gives written notice to the other not later than February 15, or anniversary thereof, of its desire to reopen negotiations.

In addition, both parties expressly recognize that negotiations on the terms of a successor agreement must take place at the request of either party, providing proper notice is given. In witness thereof, duly authorized representatives of the Association and the Board hereunder set their hands and seals this 19th day of March, 2019.

EDMORE BOARD PRESIDENT

EDMORE BOARD OF EDUCATION NEGOTIATION REPRESENTATIVES EDMORE ASSOCIATION NEGOTATION REPRESENTATIVES

APPENDIX A EXTRACURRICULAR SCHEDULE ACTIVITY

Activity	% of Base	2019-20	2020-21
	Base		Base
	\$40,200		\$41,000
Gymnastics Head Coach	12.00%	\$4,824.00	\$4,920.00
Gymnastics Bear Necessities Assis. (Limit 2)	1.50%	\$603.00	\$615.00
Gymnastics Teddy Bears Assis. (Limit 2)	1.50%	\$603.00	\$615.00
Vocal & Instrumental Contest (practice outside of school day)	3.00%	\$1,206.00	\$1,230.00
Yearbook	5.00%	\$0.00 \$2,010.00	\$0.00 \$2,050.00
FCCLA (Competition)*	3.00%	\$1,206.00	\$1,230.00
FCCLA (Non-Competition)*	1.50%	\$603.00	\$615.00
	1.50%	\$0.00 \$0.00	\$0.00
Jr/Sr Banquet Advisor	1.50%	\$603.00	\$615.00
Prom Advisor (Sunday Decorating)	2.00%	\$804.00	\$820.00
		\$0.00	\$0.00
Robotics (practice outside of school)(2 Competitions or			
scrimmages)-may be split between 2 coaches	3.00%	\$1,206.00	\$1,230.00
Close Up (3 fundraising activities)*	3.00%	\$1,206.00	\$1,230.00
Close Up	1.50%	\$603.00	\$615.00
*Clubs must participate in at least 1 concession (cleanum for		\$15,477.00	\$15,785.00
*Clubs must participate in at least 1 concession/cleanup for sporting events			
Inactive			
Pep Band (6 performances)	2.50%	\$1,005.00	\$1,025.00
Stage Band (3 performances & competition)	2.50%	\$1,005.00	\$1,025.00
Pop Singers (3 performances & competition)	2.50%	\$1,005.00	\$1,025.00
DECA (Competition) (practice outside of school day)	3.00%	\$1,206.00	\$1,230.00
DECA (Non-Competition)	1.50%	\$603.00	\$615.00
Science Fair (Competition)	1.50%	\$603.00	\$615.00
Drama Club - Per Play (practice outside of school)	2.50%	\$1,005.00	\$1,025.00
SADD Advisor (2 Activities & State)	2.50%	\$1,005.00	\$1,025.00
SADD Assis.	1.50%	\$603.00	\$615.00
Speech (Competition)	3.00%	\$1,206.00	\$1,230.00
Head BB Coach (Boys & Girls) B Squad Coach (Boys & Girls)	12.00% 10.00%	\$4,824.00 \$4,020.00	\$4,920.00 \$4,100.00
C Squad Coach (Boys & Girls)	7.00%	\$4,020.00 \$2,814.00	\$4,100.00 \$2,870.00
Grade BB Coach (Boys & Girls) 5 & 6	2.00%	\$804.00	\$2,870.00
Grade BB Coach (Boys & Girls) 5 & 6 Lakota	3.00%	\$1,206.00	\$1,230.00
Pee Wee BB Coach (Boys & Girls) 3 & 4	2.00%	\$804.00	\$820.00
Pee Wee BB Coach (Boys & Girls) 3 & 4 Lakota	3.00%	\$1,206.00	\$1,230.00
		\$0.00	\$0.00
Head Baseball Coach	12.00%	\$4,824.00	\$4,920.00
JV Baseball Coach	10.00%	\$4,020.00	\$4,100.00
		\$0.00	\$0.00
Head Volleyball Coach	12.00%	\$4,824.00	\$4,920.00
JV Volleyball Coach	10.00%	\$4,020.00	\$4,100.00
JH Volleyball Coach	7.00%	\$2,814.00	\$2,870.00
Lload Faathall Caach	12 000/	\$0.00	\$0.00
Head Football Coach JV Football Coach	12.00% 10.00%	\$4,824.00 \$4,020.00	\$4,920.00 \$4,100.00
Jr. High Football Coach	7.00%	\$2,814.00	\$2,870.00
Golf Coach (Primary Sport) Lakota	5.00%	\$2,010.00	\$2,050.00
Golf Coach (Secondary Sport)	2.00%	\$804.00	\$820.00
		\$0.00	\$0.00
Head Track Coach 7-12 (Boys & Girls)(Course Practices)	12.00%	\$4,824.00	\$4,920.00
Head Track Coach 7-12 (Boys & Girls) Edmore)	7.00%	\$2,814.00	\$2,870.00

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3	41500	41700	41900	42100	42300	42500	42700	42900	43100	43300	44300	44800	45300
4	42150	42350	42550	42750	42950	43150	43350	43550	43750	43950	44950	45450	45950
5	42800	43000	43200	43400	43600	43800	44000	44200	44400	44600	45600	46100	46600
6	43450	43650	43850	44050	44250	44450	44650	44850	45050	45250	46250	46750	47250
7	44100	44300	44500	44700	44900	45100	45300	45500	45700	45900	46900	47400	47900
8	44750	44950	45150	45350	45550	45750	45950	46150	46350	46550	47550	48050	48550
9	45400	45600	45800	46000	46200	46400	46600	46800	47000	47200	48200	48700	49200
10	46050	46250	46450	46650	46850	47050	47250	47450	47650	47850	48850	49350	49850
11	46700	46900	47100	47300	47500	47700	47900	48100	48300	48500	49500	50000	50500
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13			48400	48600	48800	49000	49200	49400	49600	49800	50800	51300	51800
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15			49700	49900	50100	50300	50500	50700	50900	51100	52100	52600	53100
16					50750	50950	51150	51350	51550	51750	52750	53250	53750
17					51400	51600	51800	52000	52200	52400	53400	53900	54400
18					52050	52250	52450	52650	52850	53050	54050	54550	55050
19							53100	53300	53500	53700	54700	55200	55700
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2	41650	41850	42050	42250	42450	42650	42850	43050	43250	43450	44450	44950	45450
3	42300	42500	42700	42900	43100	43300	43500	43700	43900	44100	45100	45600	46100
4	42950	43150	43350	43550	43750	43950	44150	44350	44550	44750	45750	46250	46750
5	43600	43800	44000	44200	44400	44600	44800	45000	45200	45400	46400	46900	47400
6	44250	44450	44650	44850	45050	45250	45450	45650	45850	46050	47050	47550	48050
7	44900	45100	45300	45500	45700	45900	46100	46300	46500	46700	47700	48200	48700
8	45550	45750	45950	46150	46350	46550	46750	46950	47150	47350	48350	48850	49350
9	46200	46400	46600	46800	47000	47200	47400	47600	47800	48000	49000	49500	50000
10	46850	47050	47250	47450	47650	47850	48050	48250	48450	48650	49650	50150	50650
11	47500	47700	47900	48100	48300	48500	48700	48900	49100	49300	50300	50800	51300
12	48150	48350	48550	48750	48950	49150	49350	49550	49750	49950	50950	51450	51950
13			49200	49400	49600	49800	50000	50200	50400	50600	51600	52100	52600
14			49850	50050	50250	50450	50650	50850	51050	51250	52250	52750	53250
15			50500	50700	50900	51100	51300	51500	51700	51900	52900	53400	53900
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20							54550	54750	54950	55150	56150	56650	57150
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