

Teacher Professional Agreement

Max Public School District #50

2023-24 and 2024-25

PREAMBLE

The school board of the Max Public School District and the Max Education Association do hereby agree that the welfare of the children of the Max Public School District is paramount in the operation of schools and will be promoted by both parties. The parties do hereby agree as follows:

ARTICLE I

WORKING RELATIONS AGREEMENT

Section 1: Definitions and Recognitions

- A. The Max School Board or representatives shall be referred to as the BOARD. The Max Education Association recognizes the BOARD as the elected representatives of the people of Max and as the employer of the certified teaching personnel of the Max Public School District.
- B. The superintendent and/or his/her representatives shall be referred to as the ADMINISTRATION.
- C. The BOARD recognizes the Max Education Association as the bargaining representative for the teachers. The representatives of the Max Education Association shall be referred to as the ASSOCIATION.
- D. The teachers and counselors represented by the Association in this Negotiated Agreement are defined as certified or professional personnel, excluding them from the superintendent, principals, and ancillary personnel.

The provisions of this Agreement shall apply to all teachers employed by the District in direct proportion to their percentage of employment in the District unless otherwise stated herein.

Section 2: Procedures

- A. Direct Requests: Requests for negotiation meetings from the Association normally will be made directly to the Administration. Requests from the Board or the Administration will be made to the Head Negotiator on the Association's Negotiating Team.
- B. Meetings: Meeting sites for negotiation meetings shall be mutually agreed upon by the parties. Subsequent meetings will be scheduled by mutual agreement of the parties.
- C. Assistance: The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions.

Consultants may be used in deliberations. Necessary clerical assistance shall be provided by the office.

- D. Spokesperson: There shall be two spokespersons for each party.
- E. Agreement on Individual Proposals: As agreements are reached between the parties, they shall be reduced in writing and initialed certifying tentative approval by the spokespersons of the bargaining units. Following the completion of negotiations, all agreements shall be subject to the approval of the Board and the Association.
- F. Exchange of Information: The Board and Administration agree to furnish the Association upon reasonable request any public information concerning the district.

The Association agrees to furnish the Board or Administration upon reasonable request, any information concerning the district.

Section 3: Agreement

When agreement is reached, it shall be reduced to writing. When approved and signed by the Association and by the Board, it shall become a part of the official minutes of the Board. The agreement shall constitute a modification of the Articles of this Agreement and when necessary, provision in the Agreement shall be reflected in the individual contracts. The Agreement shall not discriminate against any member of the staff, regardless of membership or non-membership in the Association.

The provisions of this agreement shall apply to all employees covered by this agreement without discrimination based upon race, color, national origin, sex, or creed.

Section 4: Disagreement

Under the terms of the 1969 Professional Negotiations Legislation (NDCC 15.1-16) certain legal procedures are established for resolution of the impasse.

ARTICLE II SALARIES

Section 1: Basic Salary-Regular School Year

- A. Appendices: The basic salaries of teachers covered by this agreement are set forth in Salary Schedule Appendices A-1 and A-2 as attached and to be incorporated in this Agreement.
- B. Method of Payment: Teachers will be given three options as to how they wish to receive their pay. Those options will be: 1) over a 9-month period, with 18 equal pays, 2) over a 10-month period, with 20 equal pays, or 3) over a 12-month period, with 24 equal pays. All payments will be made on the 15th and 30th of each month, regardless of which option is chosen. Payment will be on the last business day if the 15th or 30th fall on a weekend/holiday.

- C. Placement for Years Outside the System: Incoming teachers shall be granted one increment of experience on the salary schedule for each year of teaching experience in any school year to a ten (10) year maximum.
- D. Credits for movement on Salary Schedule:
 - 1. All credits due for each period must be recorded in the office of the Superintendent or designee on or before August 31st for approval.
 - 2. Each teacher will be reimbursed up to \$300.00 per year for credits pertaining to teacher's area.
- E. Payroll Dues Deduction: The Board, upon receipt of written authorization signed by the teacher, shall deduct an amount to provide bi-monthly payments of dues for membership in the National and State Education Association (NEA/NDEA) from their regular salary check of each teacher each pay period.

Section 2: Additional Salary

- A. Extracurricular Salary: Each negotiations year, the Superintendent and the Athletic Director will meet to review extracurricular matrix.
- B. Bonus Salary: Board agrees to inform the Association when any bonus/retention money above salary is given to either newly hired or current employees.
- C. Summer School: Any summer school teaching contract shall be kept separate from the regular teaching contract.

ARTICLE III BENEFITS

Section 1: Insurance

- 1. For the 2023-24 and the 2024-25 school years, the District will contribute a single health insurance policy or an amount equal to meeting the requirements of the federal health insurance law for a full-time equivalent teacher after a 30-day waiting period – if elected not to take, he/she will receive \$3,250.00. This amount can be taken as extra pay, used for an annuity, or for flexing.
- 2. For the 2023-24 and the 2024-25 school years, the District will contribute a single dental and vision plan for a full-time equivalent teacher after a 30-day waiting period– if elected not to take, he/she will receive \$250.00. This amount can be taken as extra pay, used for an annuity, or for flexing.

Section 2: Retirement

The board will pay the employer's side of Teachers' Fund For Retirement (TFFR) as mandated by state law.

ARTICLE IV
LEAVES OF ABSENCE

Section 1: Intermediate Term Leaves of Absence

- A. Jury Duty and Subpoena Leave: Teachers called for jury duty or subpoenaed shall be responsible for the organization and coordination of their regular school responsibilities. They shall receive regular salary payment during the time of their services. Any witness fees or compensation for jury duty will be paid to the school district.
- B. Professional Growth Leave: Professional Growth Leave may be granted for the purpose of attending educational meetings, workshops, or conventions in the assigned field or extracurricular area. Advance approval will be obtained from the superintendent, or a designee. This leave will be granted at no loss of pay. Approved per diem expenses will be reimbursed at state rates.

- C. Sick Leave and Family Illness Leave: Every certified teaching employee will receive ten (10) days of sick leave per year without loss of pay or benefit commencement of initial employment in the district. Unused sick leave days are to be accumulated from year to year to a maximum of ninety (90) days. Teachers may use ten (10) days of current year plus eighty (80) accumulated for a total of ninety (90) days.

Teachers using up all of their sick leave shall: a) use personal leave if they need additional days, b) may apply to use emergency leave as an extension of sick leave only if the sick situation is a deterioration sickness or chronic condition lasting six (6) months or longer, c) if a teacher has used all of his/her sick leave and another sickness develops, he/she must use personal days.

- D. Emergency Leave: Every certified teaching employee will receive five (5) days of emergency leave per year without loss of pay or benefit commencement of initial employment in the district. The five (5) days per year are not cumulative.

Emergency leave is any leave that constitutes an emergency or unforeseen happening, such as a funeral, death in the family, etc... Any emergency leave must receive approval of administration.

Snowbound: If school is in session, snowbound is not considered emergency leave. Person must use personal leave or loss of day of salary.

Administration Discretion: Special situations, undue hardships, needs, common sense shall be considered in all Administrative Emergency decisions. (Also see the using up of sick leave above in Letter C.)

- E. Personal Leave: The Board will grant four (4) days of personal leave per year to each teacher to be used at the teacher's discretion. If staff member has accumulated

three (3) personal days (from previous years), they may use the four (4) personal days plus the three (3) accumulate days for a total of seven (7) days. If teachers wish to not take personal days, they will receive \$135.00 per day, for up to three (3) days per year.

- F. Sick Leave Transfer: Regular Max School District Staff, employed on at least a half-time basis, will be eligible to voluntarily transfer any or all accrued sick leave to another employee whom meets the criteria for not being able to perform his/her duties. Employees may apply for receiving the transfer of voluntary accrued sick leave from other employees if they have exhausted all of their own accrued sick leave to which that employee is otherwise entitled. Request for sick leave transfer will be granted if an employee has a catastrophic illness or injury or the catastrophic illness or injury of a member of his/her immediate family.

ARTICLE V CONDITIONS OF EMPLOYMENT

Section 1: Length of School Year

Contract days for each school year will be 183 days.

Section 2: Length of Day

The regular in-school workday shall begin at 8:00 a.m. and end at 3:45 p.m. For special occasions and weather-related problems, adjustments may need to be made.

ARTICLE VI ASSOCIATION RIGHTS

Section 1: Use of Facilities and Equipment

The Association and its representatives may use district facilities and equipment for meetings. The time and place will be scheduled with the building principal in advance for meetings.

Section 2: Notification of Board Meetings

The Board shall post notice on main school entrance and on the meeting room entrance of all regular and special meetings, including information as to date, time, and the place of the meeting. In the event the Board meets during the school day, the Association and Administration shall arrange for teacher representation at no cost to the district or teachers.

Section 3: Association Time at Preschool In-service

The Association may be given time during the preschool in-service workshops to explain Association activities and present reports and announcements. Every effort will be made to give the Association enough time.

Section 4: Use of School Mail Service

The Association may use District mail service and teacher mailboxes for communication to teachers.

Section 5: Use of School Equipment

The Association may have the use of school facilities and equipment at a reasonable time when the equipment is not otherwise in use. The Board may charge the Association a reasonable cost of any materials and supplies.

The following two Articles are School Board Policy and can be found in the Policy Book.

ARTICLE VII

GRIEVANCE PROCEDURE

Refer to (Descriptor Code: DGAA) in Policy Book

ARTICLE VIII

REDUCTION IN FORCE POLICY

Refer to (Descriptor Code: DKA) in Policy Book

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 1: Personal Life

1. No residency requirements to live in a certain community will be enforced on any teacher.
2. The personal life of an employee, if it does not affect the classroom performance, is not an appropriate concern of the employer and shall not be used as a basis for any disciplinary action. If one's personal life does affect classroom performance, it will be noted in evaluations and in disciplinary actions.

Section 2: Transfer Policy

Teachers currently employed by the district shall have the right to apply for any vacant positions for which they are qualified. Employees shall suffer no loss in rights, seniority, benefits, or privileges as a result of transfer.

Section 3: Effect of Agreement

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 part of this Agreement.

Section 4: Individual Contracts

Individual contracts shall not be inconsistent with the term and conditions of this Agreement. Individual contracts may be issued on March 1st or during years of negotiations, when new Agreement is approved and signed by the Board and Association. An individual must accept or reject the contract within fourteen (14) days on non-negotiating years. On years of negotiations, at least fourteen (14) days must pass between the notification required by NDCC 15.1-15-04-2.b and the date by which the individual must accept or reject the contract.

Section 5: Teacher (Release from Contract)

Refer to (Descriptor Code: DKBB & DKBB-BR) in Policy Book

ARTICLE X
DURATION AND RATIFICATION

Section 1: Duration

The provisions of each Article attached hereto shall be effective as of July 1, 2023 to June 30, 2025 at which time it shall automatically renew itself unless written notification to the contrary is made by either party at least one hundred and sixty (160) days prior to the anniversary date of the Agreement of its desire to reopen certain provisions of this Agreement or appendixes. In the event a successor agreement is not agreed upon before the anniversary date of this Agreement, all provisions of this agreement are in full force until agreement is reached.

For the term of this agreement no change shall be made in any provision of this agreement, unless by mutual consent of the parties hereto. Upon mutual consent to modify this agreement, the parties shall commence negotiations within thirty (30) days of said agreement. All understanding and/or agreements shall be reduced to writing, signed by both parties, and made part of this agreement.

Section 2: Ratification

In witness thereof, signatures of duly authorized representatives of the Association and the Board indicate that this Agreement has been ratified by the Max Education Association and the Max Public School Board.

Dated at Max, North Dakota, this 10th day of May, 2023

Max School District

[Signature]
School Board Spokesperson

5-10-23

Date

Max Education Association

[Signature]
MEA Spokesperson

5-10-23
Date

2023-24 SCHOOL YEAR
MAX PUBLIC SCHOOL SALARY SCHEDULE

YRS EXP	\$44,500 BASE	\$500 Increment	\$500 Education	BS	BS +8	BS+16	BS+24	BS+32	BS+40	MS	MS+8	MS+16	MS+24	YRS EXP
1	\$44,500	\$45,000		\$44,500	\$45,000	\$45,500	\$46,000	\$46,500	\$47,000	\$47,500	\$48,000	\$48,500	\$49,000	1
2	\$45,000	\$45,500		\$45,000	\$45,500	\$46,000	\$46,500	\$47,000	\$47,500	\$48,000	\$48,500	\$49,000	\$49,500	2
3	\$45,500	\$46,000		\$45,500	\$46,000	\$46,500	\$47,000	\$47,500	\$48,000	\$48,500	\$49,000	\$49,500	\$50,000	3
4	\$46,000	\$46,500		\$46,000	\$46,500	\$47,000	\$47,500	\$48,000	\$48,500	\$49,000	\$49,500	\$50,000	\$50,500	4
5	\$46,500	\$47,000		\$46,500	\$47,000	\$47,500	\$48,000	\$48,500	\$49,000	\$49,500	\$50,000	\$50,500	\$51,000	5
6	\$47,000	\$47,500		\$47,000	\$47,500	\$48,000	\$48,500	\$49,000	\$49,500	\$50,000	\$50,500	\$51,000	\$51,500	6
7	\$47,500	\$48,000		\$47,500	\$48,000	\$48,500	\$49,000	\$49,500	\$50,000	\$50,500	\$51,000	\$51,500	\$52,000	7
8	\$48,000	\$48,500		\$48,000	\$48,500	\$49,000	\$49,500	\$50,000	\$50,500	\$51,000	\$51,500	\$52,000	\$52,500	8
9	\$48,500	\$49,000		\$48,500	\$49,000	\$49,500	\$50,000	\$50,500	\$51,000	\$51,500	\$52,000	\$52,500	\$53,000	9
10	\$49,000	\$49,500		\$49,000	\$49,500	\$50,000	\$50,500	\$51,000	\$51,500	\$52,000	\$52,500	\$53,000	\$53,500	10
11	\$49,500	\$50,000		\$49,500	\$50,000	\$50,500	\$51,000	\$51,500	\$52,000	\$52,500	\$53,000	\$53,500	\$54,000	11
12		\$50,500		\$51,000	\$51,500	\$52,000	\$52,500	\$53,000	\$53,500	\$54,000	\$54,500	\$55,000	\$55,500	12
13		\$51,000		\$51,500	\$52,000	\$52,500	\$53,000	\$53,500	\$54,000	\$54,500	\$55,000	\$55,500	\$56,000	13
14		\$51,500		\$52,000	\$52,500	\$53,000	\$53,500	\$54,000	\$54,500	\$55,000	\$55,500	\$56,000	\$56,500	14
15				\$52,500	\$53,000	\$53,500	\$54,000	\$54,500	\$55,000	\$55,500	\$56,000	\$56,500	\$57,000	15
16				\$53,000	\$53,500	\$54,000	\$54,500	\$55,000	\$55,500	\$56,000	\$56,500	\$57,000	\$57,500	16
17				\$53,500	\$54,000	\$54,500	\$55,000	\$55,500	\$56,000	\$56,500	\$57,000	\$57,500	\$58,000	17
18				\$54,000	\$54,500	\$55,000	\$55,500	\$56,000	\$56,500	\$57,000	\$57,500	\$58,000	\$58,500	18
19				\$54,500	\$55,000	\$55,500	\$56,000	\$56,500	\$57,000	\$57,500	\$58,000	\$58,500	\$59,000	19
20				\$55,000	\$55,500	\$56,000	\$56,500	\$57,000	\$57,500	\$58,000	\$58,500	\$59,000	\$59,500	20
21				\$55,500	\$56,000	\$56,500	\$57,000	\$57,500	\$58,000	\$58,500	\$59,000	\$59,500	\$60,000	21
22				\$56,000	\$56,500	\$57,000	\$57,500	\$58,000	\$58,500	\$59,000	\$59,500	\$60,000	\$60,500	22
23				\$56,500	\$57,000	\$57,500	\$58,000	\$58,500	\$59,000	\$59,500	\$60,000	\$60,500	\$61,000	23
24					\$58,000	\$58,500	\$59,000	\$59,500	\$60,000	\$60,500	\$61,000	\$61,500	\$62,000	24
25					\$58,500	\$59,000	\$59,500	\$60,000	\$60,500	\$61,000	\$61,500	\$62,000	\$62,500	25
26					\$59,000	\$59,500	\$60,000	\$60,500	\$61,000	\$61,500	\$62,000	\$62,500	\$63,000	26
27					\$59,500	\$60,000	\$60,500	\$61,000	\$61,500	\$62,000	\$62,500	\$63,000	\$63,500	27
28					\$60,000	\$60,500	\$61,000	\$61,500	\$62,000	\$62,500	\$63,000	\$63,500	\$64,000	28
29					\$60,500	\$61,000	\$61,500	\$62,000	\$62,500	\$63,000	\$63,500	\$64,000		29
30					\$61,000	\$61,500	\$62,000	\$62,500	\$63,000	\$63,500				30
31					\$61,500	\$62,000	\$62,500	\$63,000	\$63,500					31
32					\$62,000	\$62,500	\$63,000	\$63,500						32

