

NEGOTIATED AGREEMENT
2017-2018
DUNSEITH BOARD OF EDUCATION AND
DUNSEITH EDUCATION ASSOCIATION

Preamble

This agreement entered into between Dunseith School District No. 1, Dunseith, North Dakota, hereinafter referred to as the "Board" and the Dunseith Education Association, hereinafter referred to as the "Association", is intended to further the purpose of the parties in providing maximum educational opportunities for the District.

Recognition

The Board recognizes the Association as the exclusive bargaining representative on salaries, and conditions of employment for all certified-fulltime employees of the district engaged in teaching, including classroom Teachers and librarians, but excludes nurses, guidance counselors, principals, supervisors and other administrative personnel.

The Association recognizes the Board as the elected representative of the people of Dunseith and as the employer of the certified personnel of the Dunseith School District.

Board Functions

The Board, on its own behalf, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by applicable law, rules, and regulations to establish the framework of school policies and projects including the right:

1. To the executive management and administrative control of the school system and its properties, programs and facilities.
2. To employ and re-employ all personnel and, subject to the provisions of law of State Department of Public Instruction regulations determine their qualifications, their work assignments, their dismissal, their demotion, and their promotion.
3. To establish and supervise the program of instruction and to make the necessary assignments for all programs of an extra-curricular nature that benefit students.
4. To determine means and methods of instructions, selection of textbooks and other teaching materials, the use of teaching aids, class size, class schedule, hours of instruction, teaching load, length of school year and school calendar. Teacher recommendations will be evaluated in determining decisions relevant to areas mentioned in this paragraph.
5. The school Board shall place all Teachers in the Dunseith school system on the salary schedule according to their year of actual certified teaching experience in

or outside the district. Teachers entering the system will be granted credit for actual certified teaching experience up to ten years. Credit for teaching experience in excess of ten years may be granted at the discretion of the school Board, not to exceed actual certified teaching experience. All incoming Teachers will be made aware of this provision prior to signing a contract.

The exercises of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of the policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.

Grievance Procedure

Definitions:

1. A grievance is a claim by a grievant that there has been a violation, misinterpretation or inequitable statutes, or the terms of this agreement.
2. A grievant is a Teacher, a group of Teachers, or the Association a grievance.
3. Days shall mean Teacher work days, except as otherwise indicated.

Rights to Representation

1. At least one Association representative shall be present for any meeting, hearing, appeal, or other proceeding relating to a grievance, which has been presented under procedures.
2. If, in the judgement of the Association, a grievance affects a group of Teachers or the Association, the grievant may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Step 11. The Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Grievances involving more than one supervisor and grievances involving the administration above the building level may be filed by the Association at Step 11.
3. When it is necessary for a Teacher to investigate a grievance or to attend a meeting or hearing held in connection therewith, he or she will be released from normal duties, without loss of pay, in order to do so.

Individual Rights

1. Nothing contained herein shall be construed as limiting the right of any Teacher having a complaint to discuss the matter with the appropriate supervisor and to have the problem adjusted without intervention of the Association, as long as the Association has had the opportunity to be present at these discussions and is notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of this agreement.

Procedure

Step 1. The parties acknowledge that it is usually most desirable for a Teacher and immediately involved supervisor to resolve problems through free and informal communications. Within sixty (60) days of the occurrence or of knowledge of the act or condition which is the basis of the complaint, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant, the Association, at its option, and the supervisor shall be present for the meeting. The supervisor shall provide the grievant and the Association with a written answer to the grievance two (2) days after the meeting. Such answer shall include the reasons upon which the decision was based.

Step 11. If the grievant or the Association is not satisfied with the disposition of the grievance at step 1, or if no decision has been rendered within two (2) days after presentation of the grievance may be referred to the Superintendent or Superintendent's Designee. The Superintendent shall arrange for a hearing with the grievant and the Association, to take place within five (5) days after receipt of the appeal. The parties shall have the right to include in the presentation such witnesses and counsel as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five (5) days to provide the grievant and the Association a written decision, together with the reasons for the decision.

Step 111. Request to the Board:

If the Superintendent's disposition of his grievance, he/she may within five (5) days after receipt of the Superintendent's disposition, request that the grievance be referred to the Board within five (5) days after receiving the grievant request, the Association shall refer it to the Board. Within ten (10) days after receiving the written grievance, the Board shall meet with the grievant and/or Association for the purpose of resolving the grievance. The Board shall render a decision in writing with the Association within ten (10) days after first meeting with the grievant and/or Association.

Exceptions to the Time Limits

1. The time limits provided this article shall be strictly observed unless extended by written agreement of the parties.
2. Grievances involving alleged errors in salary are deemed continuing grievances with each salary payment constituting a separate occurrence, which may form the basis of a complaint.
3. When a grievance is submitted on or after May 15, time limits shall consist of all weekdays, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.
4. Notwithstanding the expiration of the agreement, any claim or grievance may be processed through this grievance procedure until resolution.

No Reprisals

No reprisals of any kind will be taken by the Board or the school administration against any person because of participation in this grievance procedure.

Cooperation of the Employer

The Board and the administration will cooperate with the Association in its investigation of any grievance, and further will furnish the Association such information as is requested for the processing of any grievance. No Teacher involved in the investigation, processing or hearing of any grievance shall suffer loss of salary or benefits.

Personnel Files

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

Employment

A. Non-discrimination - The parties agreed that in the administration of the agreement, there will be no discrimination because of race, creed, color, sex, national origin, age or political affiliation as outlined in state statutes.

B. Teacher organizations - it is further agreed that employees have the right to join or not to join a Teacher organization and that membership in such an organization or the payment in lieu of membership shall not be required as a condition of payment.

Dismissal - nothing in this agreement, shall preclude immediate dismissal of a Teacher by the Board where deemed necessary by the Board in the best interests of the school district. Dismissal is not subject to arbitration and the grievance procedure.

C. Teachers, when possible, are encouraged to live within the Dunseith School District.

D. Teachers are encouraged to attend extra-curricular activities and be supportive influences of the Dunseith School District.

E. Non-renewal of Teacher contract-procedural due process.

Philosophy: In the event reductions-in-force become necessary these reductions will be made based on what has the least detrimental effect upon the student body.

Definition: Reduction-in-force is reducing the staff in case of declining enrollment or financial stress. The reduction-in-force policy will not be used as a substitute for dismissal for cause.

Procedure: The following steps will be used in Reduction-in-Force.

1. The Board will discuss with all teaching staff the contemplated reduction-in-force.

2. Teachers will be evaluated by:
 1. Seniority within the district
 2. Educational qualifications
 3. Versatility
 4. Teachers evaluations

At all times the action taken under the reduction-in-force policy will be consistent with North Dakota State Law and the provisions of this Negotiated Agreement.

Teacher rights:

Recall: First and primary offerings of contracts for all openings occurring in the system will be to Teachers under the terms of the Reduction-In-Force policy provided they are legally qualified. These contracts shall be offered in the reverse order of layoff and qualifications up until the first day of school. The Teacher who has been reduce-in-force will have two weeks in which to accept or reject their offered contract or will forfeit all the above rights.

- F. Assignments and Transfers - The Board retains the right to make grade, subject, and activity assignments and to make transfers between schools as necessary in the best interest of the district.

Assignments and transfers will be given two weeks' notice when possible.

The Board will inform the Teachers of any teaching vacancies or staff increases the school system by February 1, or as soon as such information is available.

Insofar as practical, assignments and transfers will take into consideration employee certification, professional training, experience, specific achievements, and services in the district.

- G. In-house hiring policy

Definition: In-House hiring policy affects any addition of personnel to the school system.

Procedure: The following steps will be used for in-house hiring prior to the start of the school year.

1. The Board will advertise for a period of 5 days in house, any vacancies which should occur before school starts. (Teaching)
2. The Board will review any in-house applications primarily and exclusively after the advertisement period is completed.
3. The Board will rate in-house applications primarily based on educational qualifications, versatility, Teacher evaluations, and service to the district.

4. Selection and hiring will be made from within the system if any qualified applicants apply.

Absence

- A. Personal Sick Leave - Each Teacher under contract for the regular school year shall be granted ten (10) sick days accumulative to sixty (60) days. Upon termination of employment, all accumulative days will be paid. When more than three consecutive days are used; a medical certificate shall be presented to the Teacher's immediate supervisor. As of the 2017-2018 school year, Teachers will receive \$15.63 per hour of sick leave for any of the ten (10) days not used after they have accumulated fifty (50) days.
- B. Compensation:
 1. Jury Duty - Teachers shall be excused for jury duty with the agreement that any compensation, excluding maximum state reimbursement rate for expenses, received shall be endorsed to the school district.
 2. Additional Employment – Any compensation received for employment (exclusive of regular contracted duties) during school hours shall be endorsed to the District.
- C. Personal Leave - Each Teacher under contract for the regular school year may be granted three (3) days personal leave, an increase after 5 years' experience to four (4) days, after ten (10) years of service five (5) days will be granted, after fifteen (15) years of service six (6) days will be granted. No more than two (2) Teachers shall take personal leave at the same time from each school not to exceed three (3) Teachers between both buildings. All personal leave must be approved by the administration. Teachers will receive \$15.63 per hour for personal leave not used at the end of the school year.
- D. Compassionate Leave - Five (5) days within any five (5) consecutive contract day period will be granted in case of a death the immediate family of an employee, but limited to the following: parent, parent-in-law, child, wife, husband, brother, sister, or any member of the employee's household.

A leave of three (3) days within any three (3) consecutive day period will be granted in the event of the death of a son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law, uncle, aunt, nephew, or niece. If such relatives are members of the household of the employees, then paragraph one of compassionate leave shall apply.

In the event of the death of an employee or student in the school district, the Superintendent or Principal may grant sufficient time to those employees wishing to attend the funeral.

Additional bereavement leave may be granted by the administration.
- E. Maternity leave - Teachers may use up to 30 days of accumulated sick leave for a normal pregnancy. Balance of accumulated sick leave may be used with a doctor's statement. Additional leave may be granted.

F. Leave of Absence

1. Leave of absence for educational training and other professional growth experience may be granted to Teachers under the following provisions:
 - a. Teacher must have a minimum of three years' experience in the Dunseith Public School District.
 - b. Written application for a leave of absence without pay must be submitted to the Superintendent of schools by May 15th.
 - c. Application for a leave of absence without pay must be submitted to the Superintendent of Schools by May 15th.
 - d. Sick leave and personal leave will not accumulate during the year's leave of absence.

2. A Teacher who becomes seriously ill or has a legitimate reason for taking a leave of absence, may request such leave without pay. This leave may be granted for part of one school year or part of two school years, not exceeding the maximum of one calendar year.
 - a. The Teacher on leave shall notify the Superintendent not earlier than the 15th (fifteenth) of March nor later than April 15th (fifteenth), whether or not he/she accepts or rejects offered re-employment. If the Teacher does not notify the superintendent on or before April 15th (fifteenth) he/she will forfeit the position of re-employment for the following school year.

- G. Professional leave - Two days of professional leave shall be granted to each Teacher yearly. Additional days may be granted for acceptable professional events with approval of the administration.

A maximum of \$5,000.00 (\$2,500.00 per year) shall be available for the payment of expenses incurred by employees who have been granted professional leave in accordance with this provision. Funds shall be available for transportation, meals, lodging, materials, and registration.

- H. Unauthorized leave - Any employee leaving without authorization from their immediate supervisor will be docked not less than 1/2 day of leave and no more than 1 day of leave.

Teacher Rights

- A. The Teacher shall have the right to review the contents of his/her personal file. A representative of the Association may, at the Teacher's request accompany the Teacher in the review. Each Teacher's personal file shall contain the following minimum items of information:
1. Copies of annual contracts.

2. Copies of teaching certificate.
 3. Complete official transcripts.
 4. Copies of performance ratings.
 5. Records of workshops attended.
 6. Statement of approval from superintendent for college or university work to be submitted for reimbursement.
 7. Copies of claims that have been paid for approved college or university work.
- B. No material shall be placed in the personal file without allowing the Teacher an opportunity to file his/her response thereto, and said response shall become a part of said file.
- C. The Teacher shall have the right to reproduce any of the contents of his/her personal file at the Teacher's expense.
- D. Teacher contracted salaries shall be paid in nine months. However, Teachers requesting twelve months may be approved by the administration. Balance of payments can be received at the end of May.
- E. Evaluation—see evaluation for growth.
- F. Each Teacher shall be provided with a Teacher's desk, a chair, and a two-drawer file, or a five-drawer for two Teachers. A two drawer file with a lock will be provided upon request.
- G. No Teacher shall be required to teach outside his or her minor field. Assignments to a supervised study period shall be considered a teaching period and all Teachers shall have a prep period during the academic day. Senior high school Teachers shall not be required to have more than five class assignments in a 6 period day or 6 class assignments in a 7 period day. Junior High Teachers shall have no more than seven class assignments in an eight period day.
- H. In-service credits earned, shall be recorded by the administration and be placed in the Teachers personal file not later than May 15th (fifteenth). An accumulative copy shall be given to the Teacher prior to the last week of school.

Liquidated Damages

Any Teacher breaking his or her contract shall be penalized. The School Board reserves the right to apply liquidated damages based on the financial impact to the district. The determination of impact will be assigned by the Superintendent and acted upon by Board action. School Board has the option to waive liquidated damages.

No Strike Clause

1. Strike means any concerted work stoppage, a slowdown or withholding of contracted services.
2. The Association agrees to the following: No Teacher or representative organization will engage in a strike.

3. Any Teacher engaged in a strike or any other activity in subsection 1 thereof may be denied the full amount of his/her wages during the period of violations, and may be recommended for dismissal under N.D.C.C. 15-47-38.

Terms of Agreement

- A. The provisions of the agreement will be effective as of May 26, 2017 and will continue and remain in full force and effect until May 26, 2018.
- B. This agreement will automatically be renewed and continue to be in effect for additional period of one year; unless the Board or the Association gives written notice to the other of its desire to reopen this agreement and to negotiate over terms of a successor agreement.
- C. The agreement reached as a result of collective bargaining represents the full and complete agreement between the parties and supersedes previous agreements between parties. It is agreed that any matter relating to this current contract term whether or not referred to in this agreement, shall not be open for negotiations except as the parties specifically agree thereto. All terms and conditions of employment not covered by this agreement shall continue to be subject to the Board's direction and control.
- D. If any section of this agreement or an agenda thereof should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any section or parts of a section or addenda should be restrained by such tribunal, that entire section shall become invalid. However, the remainder of this agreement thereto shall not be affected thereby, and the parties shall enter the immediate negotiations for arriving at a mutually satisfactory replacement for such section. Issuing of contracts shall be according to the North Dakota century code.

Association Rights

- A. DEA meetings will be held once a month before 8:00 a.m. or after school has been officially dismissed.
- B. Teachers may provide input relevant to curriculum concerns. The administration will work with the school Board to determine the curriculum.
- C. Recommendations for setting up a yearly calendar will be considered but final authority rests with the School Board.
- D. The Association shall have the right to use internal mail service and Teacher mailboxes for communications to Teachers.
- E. The Association shall have the right to use the school building before/after Teacher hours for meetings, provided the building principal shall be notified in advance of the time and place of such meetings.

Benefits

- A. Teachers shall be paid \$125.00 a day or \$15.63 per hour for accumulated sick leave & personal leave not used at the termination of contract.
- B. All school district personnel shall receive a pass to all extra-curricular activities.
- C. Each Teacher who substitutes for another Teacher during that Teacher's preparation period shall receive fifteen and 63/100 (15.63) dollars, to be paid in December and May. (Elementary Teachers will be paid for music & P.E. only, one period per day.)
- D. Reimbursement for college credit earned shall be given on the following basis:
 - A. Graduate Credits Earned: \$50.00 per quarter hour/\$60.00 per semester hour.
 - B. Undergraduate: The only undergraduate credits eligible for reimbursement are courses required by DPI for a position for which a Teacher has already been hired. Payment of \$50.00 per semester hour for undergraduate hours will be made upon completion of the required credential.

All requests for college or university work must be submitted in writing and approved by administration before the course work is started. Reimbursement will be made during the October pay period of the school year following the completion of the course work. Providing the Teacher is under contract in the Dunseith Public School District for the school year subsequent to the school year during which the course work was taken. Maximum amount of reimbursement to be paid for any one school year shall be \$600.00. Reimbursement will be made only if all expenses have been incurred by the employee.
- F. Free lunches will be provided for Teachers on noon (lunchroom) duty.

2017-2018 Salary Schedule
Dunseith School District #1

The minimum salary for Teachers employed by the district on a nine month basis is as shown below:

2017-2018 school year:

BS	BS+16	BS+24	BS+32	MS/MA
37,500	38,530	39,045	39,760	40,790

The Dunseith Public School District shall pay the following education steps:

BS+16	BS+24	BS+32	MS/MA
+1030	+515	+715	+1030

The district shall provide each contracted full time Teacher with a \$515 annual increase to Teacher's salary compensation package and each part time contracted Teacher will receive the proportional amount (ex: 5/7 contracted Teacher will receive 5/7 of \$ 515), or an amount agreed upon during negotiations. (For the 2017-2018 school years each Teacher shall receive an increase of \$1,100.00 on contracted salary).

Salary Schedule

The Board and the Association agree in accordance with Teacher's representation and negotiation Law Chapter (915-38.1) of the North Dakota Century Code to agree to a one (1) year contract (2017-2018) with a full payment on the Teacher retirement. A health plan administered in accordance with Section 125 of the IRS Tax Code will be funded by the District per employee/per year at one full single Blue Cross/Blue Shield rate.

The Board and the Association agree in accordance with Teacher's representation and negotiation Law Chapter 15-38.1 of the North Dakota Century Code to agree to a one (1) year contract with a full payment on Teacher's retirement.

Duration-Negotiation

This agreement of the Dunseith School District #1 and the Dunseith Education Association in accord-which includes Teacher's representation and negotiation Law Chapter 15-38.1 of the North Dakota Century Code and the article attached thereto, shall become effective May 26, 2017 or at the close of this year's negotiations, whichever is the latter. This agreement shall remain in effect until May 26, 2018.

It may be amended by mutual agreement by the above parties who entered into it originally. It will be renewed automatically for a period of one year upon the expiration date each year unless one of the parties shall have notified the other at least sixty (60) days before the expiration date that it will not accept renewal, in which case it will be renegotiated.

Dated: At Dunseith, North Dakota _____, 2017

Legal Ref: NDCSC 15-38.1

This agreement shall be binding on the parties who are signatories Thereto.

Signed this _____ day of _____, 2017

President, Dunseith Board of Education

President, Dunseith Education Association

Business Manager

Member, Negotiating Committee