

**MASTER AGREEMENT**

BETWEEN

***HILLSBORO BOARD OF EDUCATION***

AND

***HILLSBORO EDUCATION ASSOCIATION***

*Hillsboro School District #9  
Hillsboro, ND 58045*

*FOR the school years  
2017-18 & 2018-19*

**NEGOTIATED AGREEMENT**

This agreement shall be in effect from July 1, 2017 and remain in effect until June 30, 2019. It may be amended by mutual agreement of the same parties who entered into it originally. It shall be renewed automatically for a period of one year from the anniversary date each year unless one of the parties shall have notified the other at least sixty days before the anniversary date that it will not accept renewal, in which case it will be re-negotiated.

The Board and the Association agree that the terms and conditions set forth in this contract 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 written consent of the parties in amendment, written and attached and made part of this contract.

In witness whereof, signatures of the duly authorized representatives of the Association and the Board indicate that this Agreement has been ratified by the Hillsboro Education Association and the Hillsboro School District School Board.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

**SCHOOL BOARD**

**EDUCATION ASSOCIATION**

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Negotiator

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1. **Salary Schedule:** The salary schedule for 2017-18 is as follows:

Hillsboro Public School												
Salary Schedule												
2017-18												
Base		\$ 41,850	BS Lanes		\$	550						
Steps		\$ 625	MS Lanes		\$	1,000						
Longevity Inc.		\$ 200										
Step	BS	BS+8	BS+16	BS+24	BS+32	BS+40	MS	MS+8	MS+16	MS+24	Step	
0	41,850	42,400	42,950	43,500	44,050	44,600	45,600	46,600	47,600	48,600	0	
1	42,475	43,025	43,575	44,125	44,675	45,225	46,225	47,225	48,225	49,225	1	
2	43,100	43,650	44,200	44,750	45,300	45,850	46,850	47,850	48,850	49,850	2	
3	43,725	44,275	44,825	45,375	45,925	46,475	47,475	48,475	49,475	50,475	3	
4	44,350	44,900	45,450	46,000	46,550	47,100	48,100	49,100	50,100	51,100	4	
5	44,975	45,525	46,075	46,625	47,175	47,725	48,725	49,725	50,725	51,725	5	
6	45,600	46,150	46,700	47,250	47,800	48,350	49,350	50,350	51,350	52,350	6	
7	46,225	46,775	47,325	47,875	48,425	48,975	49,975	50,975	51,975	52,975	7	
8	46,850	47,400	47,950	48,500	49,050	49,600	50,600	51,600	52,600	53,600	8	
9	47,475	48,025	48,575	49,125	49,675	50,225	51,225	52,225	53,225	54,225	9	
10	48,100	48,650	49,200	49,750	50,300	50,850	51,850	52,850	53,850	54,850	10	
11	48,725	49,275	49,825	50,375	50,925	51,475	52,475	53,475	54,475	55,475	11	
12	49,350		50,450	51,000	51,550	52,100	53,100	54,100	55,100	56,100	12	
13	49,975			51,625	52,175	52,725	53,725	54,725	55,725	56,725	13	
14	50,600				52,800	53,350	54,350	55,350	56,350	57,350	14	
15	51,225					53,975	54,975	55,975	56,975	57,975	15	
16	51,850					54,600	55,600	56,600	57,600	58,600	16	
17	52,475					55,225	56,225	57,225	58,225	59,225	17	
18	53,100					55,850	56,850	57,850	58,850	59,850	18	
19	53,725					56,475	57,475	58,475	59,475	60,475	19	
20	54,350					57,100	58,100	59,100	60,100	61,100	20	
21	54,975					57,725	58,725	59,725	60,725	61,725	21	
22	55,600					58,350	59,350	60,350	61,350	62,350	22	
23	56,225					58,975	59,975	60,975	61,975	62,975	23	
24	56,850					59,600	60,600	61,600	62,600	63,600	24	
25	57,475					60,225	61,225	62,225	63,225	64,225	25	
26	58,100					60,850	61,850	62,850	63,850	64,850	26	
27	58,725					61,475	62,475	63,475	64,475	65,475	27	
28	59,350					62,100	63,100	64,100	65,100	66,100	28	
29	59,975					62,725	63,725	64,725	65,725	66,725	29	
30	60,600					63,350	64,350	65,350	66,350	67,350	30	
31	61,225					63,975	64,975	65,975	66,975	67,975	31	
32	61,850					64,600	65,600	66,600	67,600	68,600	32	
33	62,475					65,225	66,225	67,225	68,225	69,225	33	
34	63,100	Extra-curricular salary schedule					65,425	66,425	67,425	68,425	69,425	34

2. **Salary Schedule:** The salary schedule for 2018-19 is as follows:

Hillsboro Public School												
Salary Schedule												
2018-19												
Base		\$ 42,100	BS Lanes		\$	550						
Steps		\$ 625	MS Lanes		\$	1,000						
Longevity Inc.		\$ 200										
Step	BS	BS+8	BS+16	BS+24	BS+32	BS+40	MS	MS+8	MS+16	MS+24	Step	
0	42,100	42,650	43,200	43,750	44,300	44,850	45,850	46,850	47,850	48,850	0	
1	42,725	43,275	43,825	44,375	44,925	45,475	46,475	47,475	48,475	49,475	1	
2	43,350	43,900	44,450	45,000	45,550	46,100	47,100	48,100	49,100	50,100	2	
3	43,975	44,525	45,075	45,625	46,175	46,725	47,725	48,725	49,725	50,725	3	
4	44,600	45,150	45,700	46,250	46,800	47,350	48,350	49,350	50,350	51,350	4	
5	45,225	45,775	46,325	46,875	47,425	47,975	48,975	49,975	50,975	51,975	5	
6	45,850	46,400	46,950	47,500	48,050	48,600	49,600	50,600	51,600	52,600	6	
7	46,475	47,025	47,575	48,125	48,675	49,225	50,225	51,225	52,225	53,225	7	
8	47,100	47,650	48,200	48,750	49,300	49,850	50,850	51,850	52,850	53,850	8	
9	47,725	48,275	48,825	49,375	49,925	50,475	51,475	52,475	53,475	54,475	9	
10	48,350	48,900	49,450	50,000	50,550	51,100	52,100	53,100	54,100	55,100	10	
11	48,975	49,525	50,075	50,625	51,175	51,725	52,725	53,725	54,725	55,725	11	
12	49,600		50,700	51,250	51,800	52,350	53,350	54,350	55,350	56,350	12	
13	50,225			51,875	52,425	52,975	53,975	54,975	55,975	56,975	13	
14	50,850				53,050	53,600	54,600	55,600	56,600	57,600	14	
15	51,475					54,225	55,225	56,225	57,225	58,225	15	
16	52,100					54,850	55,850	56,850	57,850	58,850	16	
17	52,725					55,475	56,475	57,475	58,475	59,475	17	
18	53,350					56,100	57,100	58,100	59,100	60,100	18	
19	53,975					56,725	57,725	58,725	59,725	60,725	19	
20	54,600					57,350	58,350	59,350	60,350	61,350	20	
21	55,225					57,975	58,975	59,975	60,975	61,975	21	
22	55,850					58,600	59,600	60,600	61,600	62,600	22	
23	56,475					59,225	60,225	61,225	62,225	63,225	23	
24	57,100					59,850	60,850	61,850	62,850	63,850	24	
25	57,725					60,475	61,475	62,475	63,475	64,475	25	
26	58,350					61,100	62,100	63,100	64,100	65,100	26	
27	58,975					61,725	62,725	63,725	64,725	65,725	27	
28	59,600					62,350	63,350	64,350	65,350	66,350	28	
29	60,225					62,975	63,975	64,975	65,975	66,975	29	
30	60,850					63,600	64,600	65,600	66,600	67,600	30	
31	61,475					64,225	65,225	66,225	67,225	68,225	31	
32	62,100					64,850	65,850	66,850	67,850	68,850	32	
33	62,725					65,475	66,475	67,475	68,475	69,475	33	
34	63,350	Extra-curricular salary schedule					66,100	67,100	68,100	69,100	70,100	34

3. **Length of Employment:** During the 2017-18 and 2018-19 school years the term of employment shall be 185 days. The term of employment for all new teachers to the District shall be 185 ½ days with the extra ½ day used for HR/Administration at the beginning of the first contracted year.

<b><u>2017-18</u></b>		<b><u>2018-19</u></b>
175	Student Contact Days	175
2	Parent Teacher Conference Days	2
3	State Holidays	3
3	Local Professional Development Days	3
<u>2</u>	Prof. Develop. Days in lieu of NDEA Days	<u>2</u>
<b>185</b>	<b>Total Contract Days</b>	<b>185</b>

A. **Unallocated Professional Development Time:** Each year at least one (1) professional development day (full day or two ½ days) shall be unallocated time to allow teachers to work in their classroom.

B. **Length of School Day:** The length of the school day shall be defined as 8:10 am to 4:00 pm.

4. **Health Insurance:** A Cafeteria Plan (Section 125 of IRS Code) provides participants an opportunity to receive benefits on a pretax basis. Participants are permitted to choose among at least one taxable benefit and at least one qualified benefit. The District’s contribution to the Section 125 cafeteria plan shall be a full single/100% and HSA contribution equaling \$7000.00 for 2017-18 and 2018-19 for each full-time teacher

A. If a teacher provides evidence of other qualified coverage, the teacher can elect out of the District’s health insurance program. If the teacher elects out of the health insurance program, a full-time teacher shall receive \$7000.00 for 2017-18 and 2018-19 to be used toward the District’s Section 125 options. Part-time teachers’ benefits shall be prorated.

5. **Dental and Vision Insurance:** A full single premium for dental, orthodontist and vision coverage for all teachers employed in the school district will be provided by the district.

6. **Long Term Disability Insurance:** The School District will offer a long term disability insurance policy; however, the district will make no contribution toward the long term disability insurance.

7. **TFFR:** The School District will contribute to the Teachers Fund for Retirement as required by state law (School District 10.75% and Teacher 9.75%). Starting in 2014-15, the school district shall pay 2% of the teachers’ portion of the Teachers Fund for Retirement required by state law (School District 14.75% and Teacher 9.75%).

8. **Lunch:** On student contact days, when hot lunch is being served, teachers will be entitled to receive a free lunch.

9. **Travel Reimbursement:** Reimbursement for mileage, food and lodging when traveling on school business, will be at the state rate. Meals will only be reimbursed on overnight travel.

10. **Salary Checks:** Salary checks shall be issued monthly. Salary checks will be issued bi-monthly during the month of September for first year teachers only with the condition that all requirements as to certification, retirement reports, etc... must be complied with prior to receipt of the first check. Requests for the bi-monthly check shall be submitted to the business manager at the beginning of the second week of school.

11. **Direct Deposit:** Direct deposit will be required for all teacher paychecks.

**12. Extracurricular Salary Schedule:** The extracurricular salary schedule is established as a percentage of the base salary, using the salary schedule index. The school district shall allow a maximum of six (6) years full credit for outside extracurricular experience for teachers entering the Hillsboro school system. The credit should be retroactive for those already in the school system. All extracurricular salaries shall be based on the BS lane of the salary schedule, which is extended with regular experience steps.

- A. **Separate Contract:** All extracurricular assignments as mutually agreed upon and listed on the index system shall be written into a separate contract at contract time and will not be changed unless there is mutual agreement among the Board, Superintendent and the teacher.
- B. **Co-Head Coaches or Advisors:** If an agreement is reached between the Board and two individuals to serve as co-head coaches or advisors for any sport or activity, they shall split the head and the assistant coaching/advising salaries.
- C. **Second Coaching Assignment:** If a coach is assigned a second area of responsibility for the same sport, he/she shall be paid the full percentage for the highest ranked area of responsibility for the additional time if a second practice period is required. The percentages are as follows:

Head Boys Basketball	10.5%	Head Cross Country	10.5%
Assistant Boys Basketball	8%	Assistant Cross Country	8%
Jr. High Boys Basketball	6.5%	Head Baseball	10.5%
Elementary Boys Basketball	5%	Assistant Baseball	8%
Head Football	10.5%	Jr. High Baseball	6.5%
Assistant Football	8%	Head Softball	10.5%
Jr. High Football	6.5%	Assistant Softball	8%
Head Girls Basketball	10.5%	Jr. High Softball	6.5%
Assistant Girls Basketball	8%	Cheerleaders	7%
Jr. High Girls Basketball	6.5%		
Elementary Girls Basketball	5%	Band	10%
Head Wrestling	10.5%	Vocal Music	5%
Assistant Wrestling	8%	Yearbook	10%
Jr. High Wrestling	6.5%	Drama	9%
Elementary Wrestling	5%	Speech	9%
Head Volleyball	10.5%	Assistant Speech	6%
Assistant Volleyball	8%	FFA	7%
Jr. High Volleyball	6.5%	FCCLA	7%
Head Boys Track	10.5%	FBLA	7%
Assistant Boys Track	8%	Concessions Advisor	7%
Jr. High Boys Track	6.5%	Prom	4%
Head Girls Track	10.5%	Banquet	2%
Assistant Girls Track	8%	Science Olympiad	3%
Jr. High Girls Track	6.5%	National Honor Society	2%
Head Boys Golf	10.5%	Student Council	2%
Head Girls Golf	10.5%	Homecoming	2%
Jr. High Golf	6.5%	Drivers Training	.333%

**13. Extended Season:** If the season extends beyond the point of automatic qualification the head coach and the assistant coach will be compensated in the following manner. If a sport has more than one head coach, the co-head coaches will split the head and assistant coach stipend in an equal manner. The state stipend includes the region stipend.

<u>Sport</u>	<u>Head Coach</u>	<u>Varsity Asst. Coaches</u>
Volleyball	Region = \$200 State = \$400	Region = \$150 State = \$300
Football	Each Playoff Game = \$100	Each Playoff Game = \$75
Wrestling	State w/Ind. = \$200 State w/Dual Team = \$400	State w/Ind. = \$150 State w/Dual Team = \$300
Boys/Girls Basketball	Region = \$200 State = \$400	Region = \$150 State = \$300
Boys/Girls Track	State w/Ind. = \$100 State w/Team = \$200 (12+ Individuals)	State w/Ind. = \$75 State w/Team = \$150
Boys/Girls Golf	State w/Ind. = \$100 State w/Team = \$200	
Baseball	State = \$200	State = \$150
Softball	State = \$200	State = \$150

**14. Teacher Prep - Substitute Pay:** When a teacher is using his or her prep time (PE/Music in elementary) to substitute, he/she shall be paid additional compensation as pro-rated based on the current substitute teacher daily pay for the Hillsboro School District. The teacher has the right to refuse to substitute without penalty.

**15. Individual Education Plan (IEP) Meeting Compensation:** \$10.00 per hour will be paid biannually with a maximum of 12 hours per faculty member per year for IEP meetings, when an administrator or his/her designee should be present, for that portion of the meeting before or after contracted work hours. Contracted work hours are defined as 8:10 am to 4:00 pm.

**16. Vocational Salaries:** Vocational teachers' salaries shall be prorated, on a contractual basis, for 185 days.

**17. Ticket Takers:** A flat rate of \$12.50 per night will be paid to those teachers who take and sell tickets on nights of athletic events.

**18. Saturday Detention:** Teachers who volunteer to supervise Saturday detention will be paid \$12.50 per hour.

**19. Highly Qualified Teachers:** Teachers will be assigned to teach in areas which they are considered highly qualified to teach by the North Dakota Education Practices & Standards Board. Grade level and course assignments will be made after consultation between the teacher and the administration.

**20. Teaching Experience Levels:**

**A. Definitions which control this item:**

1. Full-time teacher – a teacher who has a full daily work schedule for the entire and complete calendar school year.
2. Half-time teacher – a teacher who has a full daily schedule for at least one semester of a calendar school year or at least 90 days or half days for an entire calendar school year.
3. Part-time teacher – a teacher who has less than a full daily work schedule.

**B. New employees of the Hillsboro School system:** Newly employed teachers will receive the equivalent year's credit for each year of experience brought into the district.

**C. Employees of the Hillsboro School system:** A part-time teacher will be credited on a pro-rated basis. When a teacher is hired for less than half of a year for the first time, they will remain on the same salary step for the following year. A part-time teacher will also receive the same benefits as a full-time teacher but on a pro-rated basis.

**D. Other Teachers:** Tutoring, homebound teaching, and substitute teaching are excluded in establishing the teaching experience level of a teacher.

**E. Effective Date:** Credit for the full year's teaching experience shall be credited only at the time the teaching contracts are issued for the next school year.

**21. Earned Credits:** Increased payments for graduate credits earned will be made without delay. Undergraduate credits in a teacher's major or minor field or that will lead to licensure in another area will also be approved. Teachers should get prior approval from the Superintendent before enrolling in classes.

**22. Verification of Credit:** Verification of college credit, in the form of a grade slip or college transcript must be submitted to the office. Credits beyond the Bachelor's Degree must be earned after the acquisition of the Bachelor's Degree.

**23. Transcripts:** All teachers must have on file in the office of the Superintendent an official transcript of credits earned.

**24. Selection of Instructional Materials:** Selection of textbook and instructional materials, adoption or replacement, for the improvement of classroom teaching will be conducted through the joint effort and approval of the teacher or teacher committees from the subject area, administration and School Board.

**25. Sick Leave:**

**A. Annual Sick Leave:** Each teacher shall receive ten (10) days of sick leave each year accumulative to ninety (90) days. After five (5) consecutive days a physician's statement will be required.

**B. Family Sick Leave:** Each teacher will be allowed to use a maximum of five (5) days per year from their accumulative sick days for family sick leave (defined as illness of child, spouse, or parent).

**C. Sick Leave Compensation:** Compensation for unused sick leave upon leaving the Hillsboro School system shall be \$25.00 per unused day. The benefit will be payable only after six (6) years in the Hillsboro School system.

- D. **Sick Leave Bank:** A sick leave bank shall be established and administered as follows:
1. If the sick leave bank falls below forty-five (45) days, each teacher shall be assessed one (1) day of leave from the current year's leave to replenish the sick bank.
  2. Once a teacher accumulates ninety (90) total sick days, additional days will be added to the sick leave bank until a maximum of two hundred-fifty (250) days are accumulated in the sick leave bank.
  3. All other types of leave must be used before the sick leave bank is used.
  4. The use of the sick leave bank will be for serious illness or injury.
  5. Use of the sick leave bank must be requested and accompanied by a doctor's statement.
  6. The use of sick leave bank days will be governed by one faculty representative and the Superintendent.
26. **Emergency Leave:** A teacher shall be granted forty-eight (48) hours of emergency leave accumulative to eighty (80), comparable to six (6) days accumulative to ten (10) days for:
- A. Funeral
  - B. Dental appointments
  - C. Doctor appointments
  - D. Absence due to severe weather
  - E. Any other emergency when the teacher feels that he or she should be in attendance, subject to administrative approval.
27. **Personal Leave:** The Board shall grant two (2) days of annual personal leave, cumulative to a total of five (5) days to each teacher with ten or less years of service in the school district and three (3) days of annual personal leave, cumulative to a total of five (5) to each teacher with eleven or more years of service in the school district, subject to the following provisions:
- A. No more than three teachers will be permitted to take personal leave on the same school day.
  - B. Application for leave must be filed with the principal two days in advance of contemplated leave on the forms provided by the district. The Superintendent may waive the two day provision in emergency situations.
  - C. Substitute pay will be provided for unused personal leave that is not eligible for carryover.
  - D. Personal leave will not be charged from 3:30 to 4:00 for teachers going to watch school sponsored events.
28. **Sick Leave and Personal Leave Compensation:** If a teacher does not use any sick leave **and** personal leave during a school year, the teacher will receive \$500 in compensation.
29. **Professional Leave:** The Board will grant professional leave to teachers in the Hillsboro School system for workshops, seminars, school visitations and school related professionally connected activities upon approval of the administration.
30. **Leave Time Granted:** All Leave shall be granted in units of one-half hour.
31. **Maternity Leave:** A teacher who is pregnant shall be entitled to leave to begin any time after the commencement of her pregnancy. The anticipated amount of leave needed and the type of leave to be used shall be worked out between the teacher and the Superintendent. Sick leave may be used, a leave of absence may be granted or a combination of the two may be used, with a thirty (30) day advanced notice desired, for the balance of the school year with a maximum of nine months. A teacher who is pregnant may continue active employment as long as the teacher and her physician deem it medically wise. Upon her return, the Board reserves the right to place the returning teacher into any teaching position for which she is highly qualified.

**32. Sabbatical Leave:** After four (4) years in the Hillsboro School system, a teacher may apply in writing to the school board for a one (1) year sabbatical leave. The school board will approve requests for sabbatical leave as long as an acceptable replacement teacher can be secured. The school board will have sole discretion in determining if a replacement teacher is acceptable. Teachers on sabbatical leave must notify the school board in writing by March 1<sup>st</sup> in the year of their sabbatical leave if they plan to return to their teaching position. If this notification does not take place, the teacher waives all continuing contract rights to be re-employed by the Hillsboro School District.

**33. Jury Duty:** The following provisions will be followed for Jury Duty.

- A. A teacher performing jury duty shall be paid not less than the larger amount of his or her actual daily salary or the pay for jury duty.
- B. If the teacher does not participate in any class preparation or classroom activities on the day or days of jury duty, he or she shall be paid from the school district only the difference between the payment for the jury duty and his or her actual daily salary.
- C. If the teacher prepares the lessons for the substitute teacher and returns to the school building to complete the daily classroom duties, he or she shall be paid his or her actual daily salary in addition to the payment for the jury duty.

**34. Contract:** Once a contract is signed it is assumed that teachers will honor that contract and not request a release during the term of the contract.

**35. Contract Release and Damages:** It is mutually acknowledged that a termination of a contract by the teacher, prior to the completion of the contract terms, results in damages to the Hillsboro School District, which is impractical or extremely difficult to actually ascertain. In an effort to fix a compensation which bears a reasonable relationship to probable damages and which is not disproportionate to reasonable anticipated damages, the following sum shall be paid by a teacher requesting a release from a signed contract if that request is approved by the School Board:

- A. Release requested before June 1<sup>st</sup> = \$200
- B. Release requested on or after June 1<sup>st</sup> to July 15<sup>th</sup> = \$500
- C. Release requested from July 16<sup>th</sup> to August 1<sup>st</sup> = \$1,000
- D. No release after August 1<sup>st</sup>

Teachers who have signed a contract and who are submitting a letter of resignation in hopes of being released from that contract should staple a check for damages to their letter of resignation.

The Board has the right to deny a release of contract or to waive damages at its discretion.

The Board shall waive the liquidated damages when a teacher submits a statement from his/her doctor recommending resignation for health reasons, for the teacher, spouse or child.

**36. Included in Contract:** The grievance procedure in effect is a part of this master contract and shall be used. The reduction-in-force (RIF) policy is also a part of this master contract.

**37. Savings Clause:** Should any article, section or clause of this contract be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from the contract to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the contract if not affected by the deleted article, section or clause.

**HILLSBORO PUBLIC SCHOOL  
REDUCTION IN FORCE POLICY**

The School Board realizes that the possibility of (1) decreased enrollment or (2) loss of revenue may occur. It is realistic to assume that staff reductions will then be necessary. Reductions in staff, as they become necessary, will be made on the basis of what has the least detrimental effect on children.

1. In the event of staff reductions, contracts of separated personnel will be terminated in accordance with present statutes and the fair dismissal procedures as described by North Dakota law.
2. Reduction in staff within the Hillsboro School District shall be confined to the following three distinct groups:
  - A. Primary and Intermediate (Grades K-6) throughout the district;
  - B. Junior-Senior High (Grades 7-12) throughout the district;
  - C. Special and supportive personnel in K-6, 7-12.
3. In the event of staff reductions, the School Board retains full discretion to choose within the above three groups which departments or teaching positions shall be reduced.
4. In the event of staff reductions, the objectives of the Hillsboro School Board dictates a staff reduction policy which:
  - A. Retains the strongest teachers;
  - B. Avoids undue increases in class size;
  - C. Reserves a place for the exceptional younger teacher.
5. When a teacher is released, the decision will be based to the greatest extent practical on a composite of the following criteria:
  - A. Contributions made to the teaching profession and the school district;
  - B. Adaptability to other assignments;
  - C. Academic and professional preparation beyond minimum certification requirements;
  - D. Grade levels and subject areas taught;
  - E. Effectiveness in teaching and in related professional responsibilities;
  - F. Leadership qualities;
  - G. Evidence of professional growth;
  - H. Seniority.
6. When teachers are judged to be similarly qualified and significant differences in length of full time district service exist, preference in retention will be given to teachers with the longest district service.
7. Separated personnel shall be placed on a recall list for five years following termination of their contracts and shall have re-employment rights in vacant positions for which qualified in order of seniority.
8. Should separated personnel that have applied for, or have been invited to return for a certified teaching position, decline to do so, they will not have forfeited their right to re-employment.
9. Separated personnel returning to employment from the recall list will have all accumulated benefits reinstated and will be placed on the salary schedule at a level commensurate with their experience and school policy.
10. Recommendations for termination under this policy will be made by the Principal involved and the Superintendent of schools for action by the School Board.

**THE HILLSBORO EDUCATION ASSOCIATION  
GRIEVANCE PROCEDURE**

The Hillsboro School Board, the Hillsboro School Administrators and Hillsboro Education Association do hereby agree that an effectively functioning grievance procedure contributes directly to improved professional relationships and thus the quality of professional service to the children of the Hillsboro School District. The parties do hereby further agree that in every employment relationship grievances and dissatisfactions arise. Constructive suggestion can often go unheeded and the Hillsboro School system is no exception. A plan to assure the orderly presentation of suggestions, to resolve dissatisfactions, and redress grievances of both supervisory and teaching personnel is an important part of the effective operation of the Hillsboro Public School system.

I. **Objective**

The broad objectives of the grievance procedure for the Hillsboro Public School District shall be:

- A. To insure an opportunity for professional staff members and administrators to have unobstructed communication with one another and the school board with respect to alleged grievances without fear of reprisal;
- B. To reduce the potential area of conflict between professional staff members, administrators and school boards;
- C. To encourage and assure the freedom of effective communication through recognized channels between professional staff members, administrators and the school board;
- D. To encourage the resolution of complaints as near the point of origin as possible;
- E. To contribute to the development of improved morale and effectiveness of the Hillsboro professional staff through an increased understanding of the Hillsboro school policies which affect them.

II. **Definition**

- A. A grievance is a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation or inequitable application of established policy or the terms of a contract.
- B. A grievance evolves out of the manner in which a policy has been interpreted.

III. **Scope**

The grievance procedure herein contained applies, but is not limited to the following:

- A. Grievances related to the application and interpretation of personnel policies, rules, regulations or administrative decisions.
  - 1. Charges of unjust or inequitable interpretation of:
    - a) teaching load or class size;
    - b) teacher assignment, promotion or transfer;
    - c) teacher evaluation or recognition of professional growth;
    - d) teacher fringe benefit program or programs;
  - 2. Questions related to placement on the salary schedule.
  - 3. Questions related to practices concerning provisions for equipment, facilities or supplies.

- B. Grievances related to conduct prejudicial to the welfare of the students or the teaching profession.
  - 1. Questions regarding infraction of the Teacher Professional Code of Ethics as established by the State of North Dakota.
  - 2. Problems resulting from controversies involving teachers, schools or educational methods.

IV. **Procedures**

**Step One - Informal**

A teacher with a grievance shall generally first discuss his complaint with his principal or immediate supervisor by:

- A. Expressing his complaint directly to his principal or immediate superior, or;
- B. Requesting his education association's representative to express his complaint to his principal or immediate superior for him;
- C. Appearing together with his education association representative before his principal or immediate superior for the purpose of expressing said complaint.

If the complaint refers to the application or interpretation of personnel policies, rules, regulations or an administrative decision, the principal or appropriate superior shall give the education association representative an opportunity to state the views of the Association. Within five days, the principal or appropriate superior shall communicate his views to the aggrieved, to his representative (if any) and to any participating education association representative.

Before resolving the complaint, the principal or the appropriate superior may consult the next higher level of administration for an opinion, also the education association representative may consult the next higher level of the education association for an opinion.

If the aggrieved is not satisfied, he may then take or request that the complaint be taken to an appropriate higher level of administration or appropriate higher level of his education association.

At any point in the above procedure the aggrieved teacher, the principal or appropriate superior or the education association representative may request that the complaint under consideration be referred to a fact-finding committee and thus proceed directly to the more formal machinery set forth in Step Two of this grievance procedure.

**Step Two - Formal**

On proper written notice, the education association's fact-finding committee, hereafter referred to as the Grievance Committee, shall within five days transmit the complaint to the Superintendent.

The Superintendent or his designated representative shall then work with the Grievance Committee in a full good faith effort to seek an equitable solution.

A written copy of the proceedings of all meetings held concerning a given complaint under this step shall be furnished to the aggrieved teacher, to the Superintendent or his representative, to each member of the Grievance Committee and the president of the education association.

The parties involved must resolve any complaint under consideration within ten days after the Grievance Committee has transmitted the complaint to the Superintendent.

**Step Three - Formal**

If a solution acceptable to all parties concerned is not reached within ten days after the Grievance Committee has transmitted the complaint to the Superintendent, the Superintendent or the Grievance Committee may institute binding grievance arbitration by so requesting in writing to the school board and the elected officers of the education association.

Within ten days after receiving a written request for binding grievance arbitration the school board and the education association's elected officers shall appoint a mutually acceptable neutral third party, free from influence by the parties involved, as an arbitrator. Within ten days after this appointment the arbitrator shall examine the complaint, consider the opinions of all parties concerned, interpret the school policy in question and submit his written recommendation to the school board and the elected officers of the education association for official confirmation. The arbitrator's recommendation shall be considered to be binding on all parties concerned unless the school board is of the opinion that its legal discretion to decide has been violated.

The costs of arbitration shall be borne equally by the school board and the education association.

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All decisions reached under this grievance procedure shall be filed with each school administrator and the NDEA local to be used as precedents for future complaints.

Copies of the grievance proceedings shall not become a part of any teacher's personnel file.

School board members, administrators or teachers shall not discriminate against one another because of the exercise of their rights under this grievance procedure.