

This agreement is a general contract including terms and condition of employment and employer-employee relations agreed to by the Kenmare Public School (hereafter called District) and the Kenmare Education Association (hereafter called Association) for the School Year **2017-2018**.

SECTION I REPRESENTATIVE ORGANIZATION

(1) The District hereby recognizes the Association as the representative organization of the teachers employed by the District.

(2) The Association shall have the right to use school facilities and equipment, including typewriters, computers, duplication equipment, calculators and any type of audio-visual equipment for its business at reasonable times and when such equipment is not otherwise in use. The District may charge the Association a reasonable cost for any materials and supplies incident to such use.

(3) The Association shall have the right to use the District mail service and teacher mail boxes for communication to teachers.

(4) The rights and privileges granted by the provision of this agreement shall be granted only to the Association and to no other organization during the term of this agreement.

SECTION II DISTRICT MANAGEMENT RIGHTS

(1) The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of North Dakota, including but not limited to the following:

A. To the executive management and administrative control of the school system, and its properties and facilities, and the activities of its employees.

B. To hire all employees and, subject to the provision of law, to determine their qualification, and the conditions of their continued employment, dismissal, or demotion: and to promote and transfer such employees.

C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by District.

D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature.

E. To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

(2) The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof, and by applicable laws and regulations.

(3) Nothing contained herein shall be considered to deny or restrict the District in its rights, responsibilities, and authority under any national, state, county, district, or local laws or regulations as they pertain to education.

SECTION III**SCOPE AND TERM OF AGREEMENT**

(1) The terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties and the terms of the agreement shall not be altered, changed, added to, deleted from, or modified without the mutual consent of the parties, in writing, and incorporated into this agreement.

(2) This agreement shall constitute District policy and be considered part of the established policy of the District.

(3) Any contract between the District and an individual teacher shall be expressly subject to the terms and conditions of this agreement. If an individual contains any language inconsistent with this agreement, the agreement shall be controlling.

(4) **DURATION OF AGREEMENT:** This negotiated Agreement will automatically be renewed and continue to full force and effect for additional periods of one year unless either 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. Written notice to reopen negotiations should be made prior to March 1st.

(5) Should any section or clause of this agreement be declared illegal by a court of competent jurisdiction, said section or clause shall thereby be deleted from this agreement to the extent that it violates the law, and the remaining sections and clauses shall remain in full force and effect.

**SECTION IV
2017-2018****SALARIES**

(1) The minimum salary for teachers employed by the District on a nine month basis is as

BS	BS+8	BS+16	BS+24	BS+32	MS/MA`	MS/MS+8
38,000	38,550	39,100	39,650	40,200	41,850	42,400

(2) The Kenmare School District shall pay the following education steps:

BS+8	BS+16	BS+24	BS+32	MS/MA	MS+8
+550	+550	+550	+550	+1650	+550

(3) The district shall provide each contracted full time teacher with a \$550 annual increase to the 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 \$550).

(4) Additional teacher's salary compensation, if any, will be across-the-board increases as negotiated. The 2017-2018 increase is \$350.00 to each individual teacher. Any increase in salary for teachers not provided for in Paragraph 3 or 4 of this section must be mutually agreed to by the Association and the District.

(5) Any teacher employed in the system shall be allowed to count 12 years of previous experience from another system. Otherwise, the years of experience shall be within this school system. For each year of experience granted a newly hired teacher will receive an amount equal to the "annual increase" referred to in Paragraph 3 of this section.

(6) 90 days or less of previous experience in another system shall be counted as no year; 91 days or more shall be counted as one year.

(7) Additional hours accrued by any teacher prior to the beginning of the school term shall be counted in determining salary for that school term. Transcripts and written request for salary adjustment must be made to the Superintendent by September 10 or the adjustment will not be made until the following year.

(8) Hours earned for credit to move over on the salary schedule may be all graduate credits or 6 hours graduate credit and 2 hours undergraduate credit or additional undergraduate credit required or pre-approved by administration or school board and must be in the major or minor areas of concentration. Courses offered for in-service training by the Kenmare Public School may be applied. Only undergraduate credit earned after September 1, 1984 may be used.

(9) Any teacher traveling between schools on school business shall submit a voucher for such travel and be paid at state rate per mile

(10) Each teacher shall be paid \$150.00 for one day of orientation (or the proportional amount) if any orientation day is held.

(11) The district shall provide each full time teacher with \$880/month (2017-2018) for 12 months and each part time contracted teacher the proportional amount (example: 5/7 contracted teacher will receive 5/7 of annual negotiated amount) for 12 months to be used for the district's group health insurance or for other features allowed by the IRS code including taxable cash. Any teacher shall have the right to have his/her salary reduced by an amount sufficient to pay the balance of any health insurance premium due to have the District pay the full premium. The school district shall establish a fringe benefit plan consistent with and meeting the requirements of the IRS Code. The administrative charges for establishing and maintaining the plan shall be divided between the school district and the participating teachers. Any Teacher who retires after at least 20 years of employment in the district and is at least 55 years old shall be eligible to continue participation in the district's group health insurance plan at his/her own expense until age 65. The teacher shall be responsible for making appropriate arrangement with the district concerning payment of premiums.

(12) For working at athletic events, teachers shall be paid as follows:

- A. Ticket Selling - \$25.00 per evening for two games, \$40 per evening for 3 games
- B. Operating Time Clock - \$25.00 per evening
- C. Working score tables - \$25.00 per evening
- D. Working chains and 1st down markers - \$25.00 per evening
- E. Announcing at football games - \$25.00 per evening

(13) For teaching the class of another teacher - \$25.00 per hour

(14) Once a contract is signed, it is assumed that a teacher will not request a release during the term of the contract. It is mutually acknowledged that termination of a contract by the teacher, prior to the completing of the contract term, results in damages to the School District which are impractical or extremely difficult to actually ascertain. In an effort to fix compensation which bears a reasonable relationship to probable damages and which is not disproportionate to reasonably anticipated damages, the following sum shall be paid and the payment must be attached to the request by a teacher for release from contract which is approved by the School Board:

Release Requested During Period From:

Prior to June 15:	No Penalty
June 15 to June 30:	1.5%
July 1-July 15:	2.5%
July 16-July 31:	4%
August 1-end of term:	6% (% determined on unpaid salary)

The percent is based on the current salary of person resigning. Payment must accompany resignation letter. Nothing contained herein shall be construed to mean that the Board must release the teacher upon payment of the above amount. The School Board may, in its sole discretion and by reason of extenuating circumstances, waive part or all of such liquidated damages.

(15) Each teacher shall take his or her salary in 24 equal payments. Salaries shall be paid on the 15th or 30th of each month unless the 15th or 30th is a holiday or vacation, in which case the

teachers shall receive their check on the last working day preceding such holiday or vacation. Teachers shall receive their remaining salary in the June 15 payment.

(16) Each teacher shall receive \$2050 Teacher Retirement Benefit and contracted part time teachers shall receive a proportional amount (example: 5/7 contracted teachers will receive 5/7 of yearly negotiated amount) in lieu of salary and the remaining assessment shall be deducted from gross salary as provided in the North Dakota Century Code.

(17) The district shall compensate teachers teaching in each combination classroom the amount of \$1500.

(18) The district shall compensate teachers \$1000 annually if they have a double major and are teaching in two separate areas with their double major.

(19) The extra-duty salary schedule was removed from the negotiated agreement and will be adopted as school board policy. The district agrees to use the current schedule as a starting point for the extra-duty salary and will not allow the salary to be reduced below the amounts set in the 2000-2001 negotiated agreement.

(20) The district shall compensate a teacher 1/7 of his/her regular teaching contract for teaching 7 periods without a preparation time. If this occurs during the school year it will be prorated.

(21) The district shall compensate high school/junior high teachers \$2500 for teaching 6 classes with 6 preps. If this occurs during the school year it will be prorated.

SECTION V

PAID LEAVE

(1) At the beginning of each year, each teacher shall be credited with a 10 day sick leave allowance for absence caused by illness or disability or a death or serious illness, or accident of including, but not limited to a spouse/partner, child, parent, brother, sister, grandparents, grandchildren and in-laws. The unused portion shall accumulate to 90 days and any unused days over 90 shall be paid to the employee in June of each year at a compensation of \$25/day. The teacher shall have an option of donating a portion of their extra sick leave to the sick bank for the following year instead of receiving the \$25 payment

(2a) The Association shall establish and administer a common bank of sick leave credit to which each teacher shall contribute one day of personal sick leave each year if the accumulated days are less than 155. Any teacher who has exhausted his or her accumulated personal sick leave may make reasonable withdrawals from the sick leave bank as determined by the Association, to the extent such days are available. The sick leave bank shall accumulate to 180 days.

(3) At the beginning of each school year, each teacher shall be credited with two days to be used for personal business. A personal business day may be used for any purpose at the discretion of the teacher. The teachers shall notify the principal at least three school days prior to taking such leave, except in the case of emergency. Personal leave days may accumulate to 6 days with teachers receiving compensation for a maximum of two days a year if they have more than 4 days accumulated to carry over to the next year at an amount equal to the substitute teachers' rate.

(4) At the beginning of each school year, each teacher shall be credited with 2 days to be used for the teacher's professional business. Such leave may be used for any educational purpose at the discretion of the teacher. The teacher shall notify the principal at least one week in advance of his or her absence. Professional business shall include but not limited to: visitation to view other instructional techniques or programs, conference, and NEA or NDU meetings. The Board may grant additional professional leave days to Association members to attend to Association business.

(5) Maternity leave will be treated as any other illness.

(6) The teacher will need to provide a written medical excuse for sick leave of more than 4 consecutive days.

SECTION VI

WORKING CONDITIONS

(1) All conditions of employment including but not limited to: teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and general teaching conditions shall be maintained at not less than the minimum standards in effect in the district at the time this agreement is signed. This agreement shall not be interpreted or applied to deprive teachers of any professional advantages heretofore enjoyed unless expressly stated in the terms of the agreement.

(2) Teachers of music, art, laboratory sciences, speech therapists, reading consultants, visiting teachers, counselors, and all special education teachers shall be provided with preparation time on the same basis as other teachers in the district.

(3) No teacher shall be required to work under unsafe or hazardous conditions or to perform tasks which endanger his or her health, safety or well-being.

(4) All teachers shall be provided with a duty-free, uninterrupted lunch period of at least 30 minutes each day.

(5) High School teachers shall not be required to teach in more than two subject areas with no more than 5 preparations unless the teacher, who has 2 years of experience in the district, agrees in writing to teach 6 classes with preparations. Teachers shall be assigned to teach in major or minor fields of academic preparation.

(6) Each teacher shall have one classroom period per day for classroom preparation, excluding 20 minutes prior to the start of the school day and 30 minutes after the end of the school day. Late arrival or early dismissal shall be approved by the administration. The normal teaching load in the elementary school shall not exceed 5 hours of classroom instruction per day.

(7) All teachers previously employed shall be given written notice of teaching schedule, building assignment, and room assignment for the forthcoming year not later than two weeks before opening day. Newly hired teachers shall be given such notice not later than two weeks before opening day, if hired at that time; otherwise as soon as practical.

(8) The Teacher's contract shall specifically list salary and all major extra duties. No teacher shall have to serve as Junior Class advisor for more than one year consecutively. The Superintendent shall otherwise have the right to assign extra duties.

(9) The District shall hire as substitute teachers only those teachers who meet established requirements, at least to the best of the District's ability. No teacher shall be expected to fulfill the duties of an absent teacher by relinquishing his or her preparation time or their unscheduled time.

SECTION VII

TRANSFER

(1) A teacher desiring a change in grade, subject assignment, or building shall file a written statement stating the change desired with the Superintendent, the statement shall show the order of

preference. Such request for transfer or reassignment shall be submitted not later than April 15th for the following year. If the request is denied, the denial shall be in writing, along with the reason for denial, and the teacher shall be informed of the right to a conference with the Superintendent regarding the application and denial, and the right to be represented at the conference by the Association.

- (2) No vacancy shall be filled by the involuntary transfer or reassignment of a teacher if there is a qualified volunteer available for such position. If an involuntary transfer is made, notice of the transfer shall be given to the teacher as soon as practical. Except in an emergency, no involuntary transfer or reassignment shall be made until after a meeting between the teacher involved and the appropriate supervisor. If the teacher objects, he or she shall be afforded the right to meet with the Superintendent and be represented at that meeting by the Association. A teacher who has been involuntarily transferred or reassigned shall have preference over those seeking voluntary transfer or reassignment for a vacant position.

SECTION VIII SUPERVISION OF STUDENT TEACHERS

(1) No teacher shall be assigned a student teacher for his or her supervision without the teacher's consent. Each teacher shall be polled prior to each school year for willingness to participate in the student teacher program. Each teacher shall have the right to accept or reject any student teacher. The teacher must be asked to accept supervision of a student teacher at least 4 weeks prior to the student teacher's initial assignment.

(2) Each supervising teacher shall be provided with any necessary release time for attending workshop, conferences, orientations, or evaluation seminars in connection with duties as a supervisor of student teachers. A supervising teacher shall not be given additional assignments outside of regular responsibilities during the time he or she is supervising a student teacher.

(3) A student teacher shall teach only in the areas in which eligible for certification, and shall not be used as a substitute teacher. The student teacher shall be provided with appropriate materials and supplies needed in the performance of duties. The student teacher and his or her college or university shall cooperate by providing such supervising teacher with information about the student teacher, including but not limited to: background, college record, interest, talents, special achievements, or any special problems of which the supervising teacher and school administrator should be aware.

SECTION IX EVALUATION

(1) The performance of all teachers shall be evaluated in writing each year. The procedure for evaluation shall be developed by the District and adopted by the District but both parties have the right to examine the evaluation.

(2) Evaluation frequency shall be determined by the Superintendent.

(3) Each evaluation shall be followed by a conference between the evaluator and teacher, to review the evaluations. Such conference shall be used to indicate to the teacher the strengths and weaknesses of the teacher, found by the evaluator, and specific suggestions as to measures which the teacher should take to improve performance. The written evaluation report shall be shown to the teacher prior to being put in his or her personnel file, and if the teacher disagrees with it, the teacher shall have the right to write a rebuttal, which shall be attached to the evaluator's report as placed in the file.

(4) Any question of or criticism of a teacher or his or her methods by a school board, administrator, or supervisor shall be made in confidence, and not in the presence of students,

parents, or other public gatherings. Members of the school board, administrators and supervisors shall be entitled to the same treatment from teachers.

(5) No action shall be taken upon any complaint by a parent, directed toward a teacher, nor shall such complaint be included in the teacher's personnel file unless such matter is promptly reported, in writing, to the teacher concerned. If any question of professional ethics is involved, the Association shall be notified.

(6) The teacher shall have the exclusive right to grade and evaluate students within the grading policies of the District; no grade or evaluation shall be changed without the approval of the teacher.

SECTION X

PROFESSIONAL DEVELOPMENT

The District and the Association agree to the principal of continuing education of teachers, participation by teachers in professional organizations in the area of their specialization, leaves for work on advanced degrees or special study during summer months, and participation in community education projects.

SECTION XI

PAYROLL DEDUCTIONS

(1) Any teacher may authorize deduction of membership fees of the Association, NDU, and NEA from his or her wages. Such authorization shall continue in effect until revoked in writing.

(2) Upon appropriate written authorization, the District shall deduct from the salary of any teacher, and make appropriate remittance for activities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and District.

(3) A teacher may authorize deduction of health insurance premiums from his or her salary, payable to the company of his or her choice.

(4) The District agrees to promptly remit to the Association, NEA and NDU their respective portions of payroll deductions, accompanied by a list of teachers for whom such deductions have been made, with indication of membership or non-membership in the Association. The Association agrees to advise the District promptly of the membership of the Association in good standing and to furnish from time to time any other information needed by the District to fulfill the provision of this section.

SECTION XII

PERSONAL AND ACADEMIC FREEDOM

(1) The personal life of a teacher is not an appropriate concern or attention of the District except as it may directly prevent the teacher from performance of assigned functions. The District expressly recognizes that a teacher has a right to support or oppose political candidates or issues as long as such activities are carried on outside the classroom.

SECTION XIII

CLASSROOM CONTROL AND DISCIPLINE

(1) A definition of the duties and responsibilities of all administrators, supervisors, teachers, counselors, and other personnel pertaining to student behavior shall be reduced to writing by the Superintendent and presented to each teacher at the start of each school year.

(2) When, in the judgment of a teacher, a student requires the attention of a principal, assistant principal, counselor, psychologist, physician, or other specialist, he or she shall inform his or her principal or immediate supervisor, who shall arrange as soon as possible for a conference among himself, the teacher, the parents, and possible appropriate specialist.

(3) When, in the judgment of a teacher, a student is, by his behavior, seriously disrupting the instructional program, the teacher shall adhere to the discipline procedure adopted by the District. Such discipline procedure shall be distributed to the students, teachers, and parents at the beginning of each school year.

SECTION XIV

NEGOTIATION PROCEDURE

(1) Request for meetings by the Association will be made directly to the Superintendent, or to the chairman of the Board negotiating committee, if one has been appointed. Request for meetings by the District shall be made to the President of the Association. A mutually convenient meeting date will be set and a meeting held within seven days of request.

(2) Meetings shall be composed of the negotiating committees of the District and the Association, each of whom shall designate not more than 5 members. The Superintendent may be called upon at the request of either committee. Request for meetings shall contain the reason for the request. Meetings shall be scheduled to interfere the least with school activities. The District shall provide a clerk to keep official minutes, which shall be initialed by the chairman of both committees.

(3) Length of meetings shall be set by mutual agreement of both the District and the Association committee and shall be open to the public. Both District and Association committee shall have the right to caucus. Each caucus shall be limited to ten minutes.

(4) Periodic progress reports may be issued by either party to their respective groups.

(5) Cost of negotiation shall be distributed to the District or the Association, whichever incurs the cost.

(6) When agreement is reached, it shall be reduced to writing, and, when approved by the Association and District, shall be incorporated into this contract, and shall become part of the official minutes of the District and Association.

(7) If any impasse is reached during negotiations, either the District or Association may request the service of the Fact Finding Commission which is provided for in the law of the State of North Dakota, who shall be notified as is provided by law.

(8) All members of the Association shall be entitled to the rights and protection granted them by the North Dakota Century Code.

(9) The procedure shall remain in effect from year to year unless amended.

GRIEVANCE PROCEDURE

SECTION XV

The Kenmare School Board, the Kenmare School Administrators, and Kenmare 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 child of the Kenmare School District. A plan to resolve dissatisfactions, and redress grievances of both supervisory and teaching personnel is an important part of the effective operations of the Kenmare Public School system.

(1) OBJECTIVES

The board objectives of the grievance procedure for the Kenmare 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, the administration, and the school board.
- 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 Kenmare Public School professional staff through an increased understanding of the Kenmare School policies which affect them.

(2) DEFINITIONS

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 this agreement.

(3) PROCEDURES

Step one (informal)

A teacher with a grievance shall present his/her complaint in writing with his/her principal or immediate superior by:

- A. Expressing his complaint directly to his principal or immediate superior or:
- B. Requesting the Association's representative to express his complaint to his principal or immediate superior for him or,
- C. Appearing together with the 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 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 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 Association representative may consult with the next higher level of the 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 the Association. (step 2)

Step two (formal)

On proper written notice, the 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 to the president of the Association.

The parties involved must attempt to agree upon 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 grievance arbitration by so requesting in writing to the school board and the elected officers of the Association.

Within ten days after receiving a written request for grievance arbitration, the school board and the Association's elected officers shall appoint a mutually acceptable advisory board consisting of three neutral parties. In addition, the Board will name one advisor and the Association shall name another.

Within ten days after their appointment, the Advisory Board shall examine the complaint, consider the opinions of all parties concerned, interpret the school policy in question, and submit their written recommendation to the school board and the elected officers of the association for official confirmation.

(4) DISPOSITION

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.

KENMARE SCHOOL DISTRICT

KENMARE EDUCATION ASSOCIATION

President

President

Negotiations Chairman

Negotiations Chairman

Business Manager