

SOLENS PUBLIC SCHOOL DISTRICT #3
NEGOTIATED PROFESSIONAL AGREEMENT
2017-2018

Solen Education Association Negotiators

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Solen School Board Negotiators

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NEGOTIATION PROCEDURES AND GROUND RULES

A. Meetings

Meetings between the Units of the Solen School Board and the Association will be held in the Solen School with the date and time agreed upon by both parties at the conclusion of each meeting, or by mutual consent of both chief negotiators. Request for meetings other than those scheduled at the last meeting shall be scheduled upon agreement of the Chief Negotiators.

B. Negotiations Package

Both the Board and the Association shall present their complete requests at the first regularly scheduled negotiation meeting. Those sections of the current negotiated agreement to be opened will be indicated.

C. Negotiation Team Members

A maximum of three members will constitute both the Teacher Negotiation Team and the School Board Negotiation Team. At least two members of each team must be present, one of which must be the Chief Negotiator, for negotiations to be conducted.

D. Conduct of Meetings

The Chief Negotiators shall alternate the chairmanship at each meeting and shall set the agenda for the meeting they conduct. This agenda for the next meeting shall be announced at the conclusion of each meeting.

E. Agreement

When agreement on any point is reached, a written statement of such agreement shall be signed by each Chief Negotiator in the presence of both teams and it shall become a part of the official meetings. These agreements become final after both the Board and Association vote to accept a final negotiated agreement for 2017-2018.

F. Minutes

Minutes of meetings will be kept by a member of the Association and a member of the Board's Negotiation Team. These minutes shall be exchanged and agreed upon by both parties. After agreement, each set of minutes will be signed by the Chief Negotiator of each team. Recording devices may be used by either party but are not the official minutes.

G. Press Release

The Chief Negotiator for each team shall be permitted to release information to the press at his/her discretion.

H. Exchange of Information

Both parties agree to make available, upon request, all available information for making sound and proper decisions on matters to be negotiated so long as the same does not violate any state or federal law.

I. Assistance

Either team may call upon knowledgeable professional or lay persons for information that may be helpful to any matter under discussion so long as the same does not violate any state or federal law.

J. Impasse

Should an impasse be declared, impasse procedures as outlined by North Dakota Statutes will be implemented to resolve differences.

K. Savings Clause

If any portions of this agreement are found to be contrary to state or federal law, those portions shall be unenforceable. All other portions of the agreement shall remain in effect for the duration of the agreement. In the event a successor agreement is not agreed upon before the expiration date, all provisions of this agreement shall remain in full force and effect until a mutual agreement is reached.

L. Schedules and Statements

The salary schedules and all articles contained in the agreement shall be negotiated in accordance with the procedures as outlined above.

M. Ground Rules Modifications

The ground rule portions of this agreement may be modified by mutual consent at the ground rules' meeting. When one of the parties of the agreement requests negotiations, the sections on ground rules shall be opened to alterations.

N. Caucuses

At the request of either representative group, caucuses may be held to gather negotiator opinion. Caucuses will be limited to 20 minutes per caucus. Such used time will be counted in the total 1.5 hours/session time limit.

ARTICLE I: RECOGNITION

The Solen School Board, hereinafter referred to as the Board, recognizes that teaching is a profession. The Board recognizes the Solen Education Association, hereinafter referred to as the Association, as the exclusive representative of the licensed personnel (except the administrators) for the purpose of negotiations on matters of mutual concern.

The Association recognizes the Board as the elected representative of the people of the Solen School District and the employer of the licensed personnel of the district. The Association recognizes that the Board has the responsibility and authority to manage and direct to the full extent authorized by law. Both named parties recognize North Dakota Century School Code and do hereby agree to operate in accordance with said laws.

ARTICLE II: DEFINITION OF TERMS

Licensed Teaching Personnel:

- A. Licensed teaching personnel will include librarian, guidance counselor, and classroom Teacher, (hereafter referred to as "licensed" teacher or teachers). For purposes of this agreement, "his" shall include both masculine and feminine gender.
- B. Non-licensed professional staff will include social worker, occupational therapist, physical therapist, psychologist, addiction counselor, and other licensed professionals.

ARTICLE III: PROFESSIONAL GROWTH AND EXPERIENCE

Section 1

For a licensed teacher or other licensed professional staff who enters the district, one year of credit for each year of teaching experience or other professional experience, up to six (6) years, plus half of the remaining years of experience shall be allowed on the salary schedule. (Years of experience must be verifiable).

Section 2

Each licensed teacher employed in the Solen School District shall be required to earn six (6) semester hours of Board approved college credit in education courses of study every five (5) years. In addition, all licensed teachers shall participate in the in-service offered by the school during the 183 day contract period. Any other in-service day outside of the contracted days will be reimbursed at \$150.00 per day. Contract days include 175 instructional days; three (3) holidays from those listed in subdivision b-j of subsection 1 of NDCC 15.1-06-02; three (3) days for professional development; and two (2) days for parent/teacher conferences or compensatory time for parent/teacher conferences held outside regular school hours (4 conferences per school year for 1 night each at 3 hours/night to equal 2 days or 12 hours).

Section 3

To continue on the salary schedule, only graduate-level credits earned after a degree has been granted shall be counted for a lane change. To move across (horizontally) on the salary schedule, the college credits must be in education courses. Prior approval of courses must be obtained in writing from the administration for proposed courses to be accepted for this agreement. Once credit hours are accepted by the administration, these hours cannot be rescinded.

Section 4

All college credits received before the beginning of the school term shall be applied to the contract as per schedule. Request for approval of any proposed credit courses must be presented to the administration by April 30 to be used for purposes of a lane change under the next year's contract. A transcript of those credits must be presented to the administration by September 15. If September 15 falls on a non-school day, then the credits should be presented to the administration the regular workday prior to that date.

ARTICLE IV: WORKING CONDITIONS

Section 1

Teachers are expected to work an eight hour day. Exceptions to the regular work day may be granted by the Building Principals or by the Superintendent, in their absence. Extra duty that occurs during the school day such as noon duty, hall duty, athletics, etc., shall be under the supervision of the administration. The building principal shall grant 45 minutes of prep time per day. Duties and responsibilities for after school activities not specified under Article 6, Section 10 (a) are to be assigned to staff personnel on a rotating basis by the school administration.

Section 2

Contracts may include: General high school subject areas to be taught, elementary grade level, and/or middle school. The Board shall strive to maintain a student-teacher ratio no larger than 30 to 1.

Section 3

A set salary increase of \$2,000.00 shall be paid for an over-load situation within the high school. An over-load shall exist when a licensed teacher does not have a scheduled prep period throughout the school year. Elementary teachers teaching combination classes will be compensated at \$2,000.00.

Section 4

Those licensed teachers who are employed beyond the school term shall receive an additional amount of compensation as determined by the Superintendent and approved by the Board.

Section 5

When a licensed teacher salary is provided by a title program, that salary shall not exceed the salary schedule and shall be determined by the amount of program funds available.

Section 6

The meeting agenda for staff meetings will be determined by the administrators and licensed teachers may submit topics of discussion. Attendance will be required of all licensed teachers. Administrators will attempt to hold meetings to one hour in length.

ARTICLE V: LEAVE

Section 1 – Sick Leave

- A. Sick Leave shall be granted for a confining illness of the employee and for death within the family. Leave granted for health reasons that involves family members of the employee's family may be termed sick leave.

Emergency leave of two (2) days shall be granted for extreme cases. The two (2) days of emergency leave is included within the ten (10) days of sick leave granted.

- B. Annual Sick Leave of ten (10) days per year, accumulative to sixty (60) days, is allowed without the reduction of pay. (A buy-back of days at a rate of \$70.00 per day of unused sick leave days, up to 60 days upon retirement or resignation will be paid.) Sick leave

accumulated over 60 days will be bought back at a rate of \$70.00 per day at the end of each school term.

- C. Such sick leave may be granted by the building principal. After three (3) consecutive days sick leave the licensed teachers shall present the building principal with a doctor's medical excuse of his absence.
- D. A record of sick leave shall be kept and the licensed teachers shall be notified in January and June as to the balance of sick leave accumulated.
- E. Sick leave may be used for any appointments with doctors, dentists, or specialists.

Section 3 – Personal Leave

- A. The Solen School District will grant (4) days of personal leave to licensed teachers annually.
- B. Application for personal leave must be filed with the administration on forms provided by the district. Approval of absence for personal leave will be subject to the availability of a substitute.
- C. Personal Leave is accumulative but may not exceed 6 days. The Solen School District will buy back unused, personal leave at the end of the school year at the rate of \$70.00 per day.

Section 4 – Professional Leave

Professional leave may be allowed with pay and must be approved one week in advance by the administration. This leave would need to show a logical relationship to the licensed teacher's current teaching and to the needs of the Solen School District.

ARTICLE VI: SALARIES

Section 1

This salary schedule for the Solen School District shall apply to licensed teachers with B.A., B.S., M.A. and M.S. degrees and is a part of this article. All licensed teachers shall be placed on the appropriate step of the salary schedule by the administration. The salary schedule is based on the regular school calendar and a normal teaching assignment. Any additional duties shall be compensated for in accordance with the additions to the salary schedule.

The Board agrees to the salary schedule(s) as set forth in the Appendix A, which is attached to and incorporated into this agreement. Each teacher will move one step vertically on the salary

schedule for each succeeding contract. Each teacher who earns credits will be placed on the appropriate horizontal lane within the salary schedule. A yearly career increment of \$500.00 will be given to each teacher's salary who reaches the last step in their lane starting with BS + 48SH through MS + 32SH.

Section 2

The regular pay period for all licensed teachers shall be every two weeks on Friday unless a particular Friday falls on a break day; then, teachers shall be paid on the last day of school prior to the break for 26 pay periods a year.

Section 3

Substitute teachers will be employed for both elementary and secondary levels to cover leaves of regular staff, if a substitute is available, and all efforts will be made to hire a substitute.

Section 4

If a substitute is not hired as a replacement, all licensed staff agreeing to take on the extra duties, during their prep time, of an absent staff member shall be compensated at the rate of \$25.00 per class with prior approval of administration. Note: teachers at Solen High School who have more than 1 prep period will only be able to claim a maximum of 1 prep period.

Section 5

The Solen School District No.3 will pay in full, each licensed teacher's obligation to the North Dakota Teachers Fund for Retirement (TFFR).

Section 6

The Solen School District No. 3 will pay 100% of a single health insurance policy, 70% of a single plus dependent health insurance policy, 45% of a family health insurance or an amount equal to a single health insurance policy which may be applied to a Section 125 Flexible Benefit Plan approved by both the School Board and the Solen Education Association. Licensed teachers must individually determine how they will apply this benefit to health/medical insurance or a Section 125 Plan with the group administrator prior to the selection of their plan.

Section 8

A. Contracted extra activities will be paid on a flat rate basis:

Activities Director	\$4,800	Jr. High BBB	\$2,100
Head Basketball Boys	\$4,200	Elem BBB	\$2,100
Asst. Basketball Boys	\$3,600	Elem GBB	\$2,100

Head Basketball Girls	\$4,200
Asst. Basketball Girls	\$3,600
Head Volleyball	\$4,200
Cross Country Coach	\$4,200
Track Coach	\$4,200

The following extra activities will be paid on a flat rate basis:

Senior Advisor	\$600	Jr. Advisor	\$600
Year Book Advisor	\$600	Science Fair Advisor	\$600
Culture Advisor	\$600		

Staff who are scheduled to work on activity nights will be compensated \$15 (ticket takers) \$25 (concessions) per game.

- B. The Head Boys and Girls Basketball Coaches are responsible for their entire basketball programs for Grades 7-12. The major area of concern will be the varsity and junior varsity teams.
- C. The School Board will make an all out effort to hire an Assistant Coach. If licensed teachers cannot be secured for the position, then non-licensed persons may be used. If no assistant is hired, the Head Coach will receive up to a maximum of 16% of the base.
- D. When Administration and the Board cannot fill an activity position from Section 8(a) above, the Board may take such action as deemed necessary to fill the position.
- E. All staff members/employees of Solen Public School District will be provided with seasonal passes to home sporting events upon request.

ARTICLE VII: LICENSED STAFF EVALUATION PROCESS

Each licensed staff member of the Solen Public School District #3 will be evaluated based upon the process outlined in the document labeled "Appendix B" using the instrument contained therein. Changes to the process and/or instrument shall only occur through mutual consent as a part of the "negotiations" process.

ARTICLE VIII: GRIEVANCE PROCEDURE

Section 1

A grievance is a claim based on an interpretation of the terms of this agreement.

Section 2

Any licensed teacher or association representative will express their grievances in the following manner:

1. A licensed teacher or association representative shall first present the grievance(s) in writing and orally discuss the grievance(s) with the appropriate or immediate supervisor within (5) working days of the occurrence or condition.
2. No later than three (3) working days after oral discussion with the principal, if no resolution of grievance is established, the licensed teacher shall discuss the grievance(s) orally with the Superintendent.
3. If the grievant is not satisfied with the results of the oral discussion, the teacher may submit his grievance to the Superintendent in writing no later than three (3) working days after the oral discussion. The Superintendent shall, within three (3) working days of receiving the written grievance(s), make a decision and return it to the grievant teacher.
4. Step 5 may be omitted by mutual agreement and proceed directly to step 6. The costs of arbitration shall be divided or equally shared by the School Board and Teachers' Association.
5. If the grievance is not settled in step 3, the licensed teacher may request a hearing by an acceptable third party as agreed to by the Board and the Teachers' Association. Within five (5) days after the appointment of the third party, that person shall examine the allegation as it applies to the most recent Master Contract and submit a written recommendation to the Board and the Teachers' Association. The third party decision shall be limited to the Master Contract only with no discretionary power as to past Board policy or other implied services other than the Master Contract. The third party decision shall be advisory.
6. The Board, on the date of its next regularly scheduled meeting, shall review the decision of the third party. An allegation submitted less than ten (10) working days prior to a Board meeting will be initially considered on the date of the following Board meeting. The Board may affirm or reverse the third party's decision.

ARTICLE IX: ND UNITED AND PARENT/TEACHER CONFERENCES

Section 1

There shall be no school or work held on the two days of the ND United Instructional Conference. Teachers may attend the convention at their individual discretion.

Section 2

Parent/Teacher conferences shall be held during the school year. (Void if state law changes.) Teachers/faculty are required to attend Parent/Teacher conferences held during school year.

ARTICLE X: COMPENSATION FOR TRAVEL USING SCHOOL VEHICLES

Members of the staff who return students home after school activities using school vehicles shall be compensated for their time at the rate of five (5) cents per mile. To receive compensation; an approved form shall be turned in to the Superintendent's office for approval.

ARTICLE XI: COMPENSATION FOR TRAVEL

Staff members who use their own vehicle for school business shall be compensated at the North Dakota State rate for state employees, provided:

- A. Administrative approval has been obtained prior to the trip being taken.
- B. A request for payment form is submitted to the Superintendent at the completion of the trip.

Staff members having to use personal vehicles to travel between the high school and elementary school to perform contracted duties during the school year shall be compensated \$6.00 per round trip with a maximum of \$30 per week. These staff members will be afforded time for travel and lunch by being excused from noon duties.

ARTICLE XII: LEAVE OF ABSENCE

Section 1 – Criteria

- A. Licensed teachers shall be eligible for a leave of absence after completing three (3) years of teaching in the Solen Public School District.
- B. Reasons for requesting leave of absence will include studies to further educational background, studies to increase knowledge in a subject area, educational travel, or any other items agreed upon.

Section 2 – Deadlines

Application for a leave of absence must be submitted no later than the March Board meeting in the year prior to wishing to take the leave.

Section 3

The final decision for granting a leave of absence shall rest with the Board. The Board must state its reason for refusal at a Board meeting, or if the Board wishes, in writing to the certificated teacher.

Section 4

Upon return from a leave of absence, the licensed teacher shall be entitled to a position for which he is qualified.

Section 5

Statutes affecting offer and acceptance of contract on reemployment shall apply.

Section 6

The licensed teacher involved in this process must inform the Board in writing no later than March 1st of the school term in which the leave of absence is taken that they are returning the school year following the leave.

Section 7 - Advancement on the Salary Schedule

If the leave of absence is for continuing education, upon completion of a year of study, the applicant will move horizontally on the salary schedule, moving as many lanes as earned credits allow. If the teacher does not earn sufficient credit to move horizontally, the teacher shall retain experience credits.

ARTICLE XIII: BREACH OF CONTRACT CLAUSE

Section 1

The purpose of this article is to encourage the certificated teacher to complete the contract term. The contracting term begins at the time the Solen School Board approves the signed contract of the certificated teacher.

Section 2

- A. Any licensed teacher wishing to resign a position shall give written notice at least thirty (30) days prior to the date the contract is to terminate.
- B. For a resignation to become effective it must be approved by the School Board at the following regular meeting.

- C. In the event a contract is terminated without the School Board’s approval, it shall be determined to be a breach of contract.
- D. The Board reserves the right to release a licensed teacher from a contract for good cause (i.e., emergency, serious illness, doctor’s certificate that the licensed teacher can no longer perform duties as stated in the contract, etc.)

Section 3 – Request for Release from Contract

Because it is impractical or extremely difficult to fix the actual cost to be incurred at the time of a request for release from a teaching contract, the parties agree that the amount presumed to be the cost of replacement shall be fixed as follows:

<u>Time of Release Request</u>	<u>Cost</u>
Within the first 3 days after contract due date through July 31	\$ 180.00
July 31 – August 15	\$ 250.00
After August 15	\$ 500.00

The appropriate amount shall be paid by the teacher requesting the release.

Nothing herein stated shall be construed as meaning that the Board must release the teacher upon payment of the above costs.

The fee may be waived by the Board if the teacher’s resignation is due to ill health, military service, or is a hardship case.

ARTICLE XIV: DURATION


This negotiated professional agreement shall be in effect upon ratification by both parties for July 1, 2017 and remains in effect until June 30, 2018. The agreement may be renewed automatically for a period of one year from the expiration date, unless one of the parties shall have notified the other by March 1, 2018, that it will not accept renewal, in which case the agreement will be negotiated.

DATED at SOLEN, NORTH DAKOTA, this 30th DAY of March, 2017.

Signed:



(Solen Education Association Chief Negotiator)



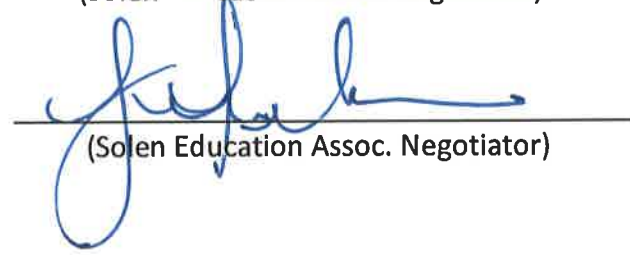
(Solen Board of Education President)



(Solen Education Assoc. Negotiator)



(Solen Board Member)



(Solen Education Assoc. Negotiator)



(Solen Board Member)

APPENDIX A

2017-2018	500.00	650.00	750.00	1050.00	1250.00	1450.00
	BS	BS - 16	BS - 32	MA	MA - 16	MA - 32
0	38100.00	38550.00	39200.00	41000.00	42250.00	43700.00
1	38600.00	39050.00	39700.00	41500.00	42750.00	44200.00
2	39100.00	39550.00	40200.00	42000.00	43250.00	44700.00
3	39600.00	40050.00	40700.00	42500.00	43750.00	45200.00
4	40100.00	40550.00	41200.00	43000.00	44250.00	45700.00
5	40600.00	41050.00	41700.00	43500.00	44750.00	46200.00
6	41100.00	41550.00	42200.00	44000.00	45250.00	46700.00
7	41600.00	42050.00	42700.00	44500.00	45750.00	47200.00
8	42100.00	42550.00	43200.00	45000.00	46250.00	47700.00
9	42600.00	43050.00	43700.00	45500.00	46750.00	48200.00
10	43100.00	43550.00	44200.00	46000.00	47250.00	48700.00
11	43600.00	44050.00	44700.00	46500.00	47750.00	49200.00
12		44550.00	45200.00	47000.00	48250.00	49700.00
13		45050.00	45700.00	47500.00	48750.00	50200.00
14		45550.00	46200.00	48000.00	49250.00	50700.00
15		46050.00	46700.00	48500.00	49750.00	51200.00
16		46550.00	47200.00	49000.00	50250.00	51700.00
17		47050.00	47700.00	49500.00	50750.00	52200.00
18		47550.00	48200.00	50000.00	51250.00	52700.00
19			48700.00	50500.00	51750.00	53200.00
20			49200.00	51000.00	52250.00	53700.00
21			49700.00	51500.00	52750.00	54200.00
22			50200.00	52000.00	53250.00	54700.00
23			50700.00	52500.00	53750.00	55200.00
24			51200.00	53000.00	54250.00	55700.00
25			51700.00	53500.00	54750.00	56200.00
26			52200.00	54000.00	55250.00	56700.00
27			52700.00	54500.00	55750.00	57200.00
28			53200.00	55000.00	56250.00	57700.00
29			53700.00	55500.00	56750.00	58200.00
30			54200.00	56000.00	57250.00	58700.00
31			54700.00	56500.00	57750.00	59200.00
32			55200.00	57000.00	58250.00	59700.00
33			55700.00	57500.00	58750.00	60200.00
34			56200.00	58000.00	59250.00	60700.00
35			56700.00	58500.00	59750.00	61200.00
36	BS 48 will only be utilized for those staff members who were employed during the					
37	2016-2017 school year - these staff members will be held harmless					
38	to the loss of this salary schedule lane.					
39						
40						