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Twin Buttes Elementary School

Negotiated Agreement

Between

Twin Buttes School Board

And

Twin Buttes Education Association

Dated 9-29, 2011

**TWIN BUTTES ELEMENTARY SCHOOL
NEGOTIATED AGREEMENT**

This Agreement is entered into on the date of execution by the Twin Buttes School Board (hereinafter "Board") and the Twin Buttes Education Association (hereinafter "TBEA").

WHEREAS, the TBEA has requested to organize and has organized as the entity authorized to represent the teachers employed at Twin Buttes Elementary School (hereinafter referred to as "TBES") in negotiations with the Board of Education of Twin Buttes Elementary School District #37; and

WHEREAS, the Board has recognized the TBEA as the entity authorized to negotiate collectively on behalf of the teachers employed at TBES; and

WHEREAS, the Board and TBEA (hereinafter collectively referred to as the "Parties") executed a Recognition Agreement for the purpose of authorizing the Negotiated Agreement (hereinafter "Agreement"), and which is hereby incorporated by referenced into this Agreement.

NOW THEREFORE, it is agreed by the Parties hereto, in consideration of the mutual covenants and promises set forth herein, such consideration being acknowledged as adequate by the Parties, as follows:

Article I. TBEA Rights

Section 1. Transacting TBEA Business

Duly authorized representatives of the TBEA shall be permitted to transact TBEA business on school grounds.

Section 2. Use of School Buildings

The TBEA shall have the right to use the school buildings at reasonable times after regular school hours for meetings, provided the Administrator/Principal is notified in advance of the time and place of all such meetings and has given his/her approval, and the school is not needed for education purposes.

Section 3. Use of Mail Service

The TBEA shall have the right to use internal mail service and teachers' mailboxes for communication to teachers.

Section 4. Consultation by the Board

The Board may consult with the TBEA on any new or modified financial, tax, or construction programs or major revisions of educational policy that are proposed or under consideration. The TBEA may be given opportunity to advise the Board with respect to such matters prior to their adoption or publication.

Section 5. Exclusive Rights

The rights and privileges of the TBEA granted under the provision of this Agreement shall be granted only to the TBEA and to no other organization.

Article II. Teacher's Rights

Section 1. Rights

- A. Pursuant to 15.1-16 of the North Dakota Century Code, the Board hereby agrees that every teacher employed by the Board shall have the right to organize, to join and support the TBEA for the purpose of professional negotiations and other concerted activities for mutual aid and protection. As duly selected body exercising governmental power under the laws of North Dakota, the Board agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any right conferred by 15.1-16 or other laws of North Dakota, the Three Affiliated Tribes, or the United States; that it shall not discriminate against any teacher with respect to hours, salary, or any terms or condition of employment by reason of his/her membership in the TBEA, his/her participation in any of the activities of the TBEA, professional negotiations with the Board, or his/her institution, or any grievance, complaint or proceedings under the provision of this Agreement or otherwise, with respect to any terms or conditions of employment.
- B. This Agreement governs the employment of all certified classroom teachers and does not apply to Principals/Administrators, Program Directors, Counselors, or other like personnel.

Section 2. Evaluation of Students

The teacher shall have the exclusive right to grade and evaluate students within the grading policies of the school district. No grade or evaluation shall be changed without the approval of the teacher if the teacher has maintained written reports to support his/her grading. All such records (grades, attendance) must be turned in to the Administrator/Principal at the end of the school year.

Article III. Teacher Employment

Section 1. Renewal of Teacher Contracts

No earlier than March first nor later than May first, the Board shall notify each teacher offered a contract for renewal and the date by which the individual must accept or reject the contract.

The date by which the teacher must accept or reject the contract will be thirty (30) days from the date of the notification.

In order to accept an offer to renew a contract, a teacher must provide written notification to the Board no later than the date specified on the offer to renew. If a teacher fails to provide written notification of acceptance or rejection of an offer to renew a contract by the date specified on the offer to renew, the Board is relieved of any continuing contractual obligation to the teacher and the Board is free to advertise the position.

Section 2. Grade Level Assignments

- A. Teachers will assume teaching assignments within the school as designated by the Administrator/Principal. The Administrator/Principal may, after prior consultation with the teacher(s) involved, make reasonable changes in teaching assignments when such change(s) are required for the smooth operation of the school.
- B. Teachers will directly supervise their classes and activities at all times. The responsibility can never be delegated or abrogated without the Administrator's/Principal's permission.

Section 3. Safety

The Board will make every effort to provide a safe teaching environment for all teachers in the performance of their duties.

Article IV. Teacher Evaluations

Section 1. Procedure

The performance of all teachers shall be evaluated in writing utilizing the Evaluation Form adopted by the Board. All such evaluations shall be conducted openly and with full knowledge of the teacher. The Administrator/Principal and teacher will follow the evaluation procedure written and described in the Twin Buttes School Policies and Procedures Manual.

Section 2. Frequency

All teachers in their first three years of experience at TBES will be evaluated at least twice per year and more often if the Administrator/Principal sees a need for more than two evaluations. Teachers beyond three years of experience at TBES need to be evaluated once per year unless the Administrator/Principal sees a need for more than one.

Section 3. Evaluations and Conferences

Formal evaluations and conferences of the teacher shall be conducted by the Administrator/Principal. However, provisions for self-evaluation and student evaluation may be mutually developed by the teacher and his/her immediate supervisor, and such evaluations shall become part of the personnel file.

Each evaluation shall be followed within ten working days by a conference between the teacher and the Administrator/Principal, at which time the Administrator/Principal will review the evaluation with the teacher. Such conferences shall be used to indicate to the teacher the strengths of the teacher as evidenced during the evaluation, the weaknesses of the teacher as evidenced during the evaluation, and specific suggestions as to measures which the teacher might take to improve his/her performance in the area(s) of weakness. The written report of the conference shall be included in the space provided on the Evaluation form and shall be submitted to the teacher prior to its being placed in the teacher's personnel file.

Written reports for evaluations and conferences conducted during the first half of the school year shall be submitted to the teacher and placed in his/her personnel file no later than December fifteenth. Written reports for evaluations and conferences conducted during the second half of the school year shall be submitted to the teacher and placed in their personnel file no later than March fifteenth.

In the event that the teacher does not concur with the evaluator's report, the teacher shall be afforded the opportunity to write a rebuttal that shall be attached to the evaluator's report and placed in the teacher's personnel file. Any teacher who desires to write a rebuttal must do so by December twentieth and March twentieth of the school year for which the evaluation is given.

Section 4. Observation and Supervision

Observation and supervision shall be by the Administrator/Principal and shall be an ongoing operation during the school year. A conference may be called if necessary.

Section 5. Personnel Files

Upon written request to the Principal, a teacher shall have the right to review the contents of his/her personnel file. After receiving the written request, the Principal shall have twenty-four (24) hours to either present the teacher's personnel file for inspection or provide the teacher with a copy of the requested document. The teacher shall pay any copying costs. All evaluator material concerning a teacher or his/her performance shall be kept in his/her personnel file, and no such material can be placed or removed from the personnel file without the teacher's previous knowledge. The Board agrees that commencing with the employment of the teacher, the personnel file established for the teacher shall be open to his/her inspection, and no separate personnel file shall be established.

Article V. Fair Dismissal Procedures

Section 1. Reduction Procedures

The TBES Board may eliminate or change the position responsibilities of a position in the event that there is a reduction-in-forces because of declining enrollment, program curtailment, or lack of funds. In the event that there is a need to implement a reduction-in-forces of the TBES, the following procedures will be implemented:

1. The reduction-in-forces policy for certified teachers (K-8) may follow the rule of seniority – last hired is first fired, except the Board reserves the right to exercise exceptions to the rule for reasons based on teacher performance.
2. Any separated personnel will be rehired if any vacancy occurs for which he/she is certified or has become certified, for a period of one year. The teacher will have fifteen (15) days to accept or decline a recall offer made by the Board. The Board shall not employ any new teachers until all teachers on the recall list, certified to hold the position, have been given a written offer of reemployment and have refused said offer.
3. It is the policy of the Board, to the extent possible, to retain certified teachers that are required for accrediting agency purposes and other legal requirements.
4. Employees who are dismissed as a result of a reduction-in-forces shall not have the right to the employee grievance procedures in the TBES Personnel Policies and Procedures Handbook.

Section 2. Discipline, Non-Renewal and Dismissal

It shall be the policy of the Board not to discharge, discipline, or non-renew a teacher without cause, pursuant to NDCC 15.1-15-097. Any decision to discipline, dismiss or non-renew a teacher will be made pursuant to the provisions in the TBES's Personnel Policies and Procedures Handbook, then in effect.

Article VI. Teacher Facilities

Section 1. Classrooms

Each teacher is entitled to a classroom or other appropriate teaching space to conduct educational activities. Every effort will be made to provide an adequate teachers' lounge at TBES, with access to telephone facilities.

Article VII. Salaries

Section 1. Schedule

The salary schedule for the district shall be as set forth in the attached schedule, marked as Appendix "A" and incorporated herein. All teachers, without exception, shall be placed on the appropriate level of the salary schedule. The salary schedule is based upon the regular school calendar and normal teaching assignment.

Section 2. Method of Payment

The salary of each teacher will be divided among twenty (20) payments as determined by the period of time from the beginning to the end of the school calendar. A payroll plan will be available to those teachers who would like to pro-rate their earnings over the summer and shall be paid in twenty-six (26) equal installments of their annual salary.

Section 3. Last Salary Payment

The last salary payment will be held until the teacher has provided the Principal with a completed close-out form that has been previously approved by the Board.

Section 4. Advancement on Salary Schedule

Educational increment is defined as horizontal movement to the appropriate education lane of salary schedule when required credits have been earned. Only approved graduate level courses in the teacher's field of instruction will be recognized for educational increments.

Credit hours to be counted on the salary schedule are those submitted to the Principal prior to the first day of school of the school year. Any additional hours submitted after the first day of school will be counted for the next school term. Transcripts are to be submitted to the Principal within three months of the beginning of the school year. If the transcripts are not received within this time frame, the Board shall have the right to move the teacher's salary to the prior educational lane of the salary schedule and recoup the excess salary paid within the next three months.

Experience increment is defined as vertical movement to the next step of the salary schedule gained by successful completion of a school year.

Section 5. Previous Teaching Experience

Teachers new to the school system will be allowed to bring in no more than ten (10) years of related teaching experience for the purpose of determining the teacher's first year salary.

Section 6. Increments

Increments will be \$750.00 for horizontal and vertical movements along the salary schedule.

Article VIII. Health Insurance

The district will provide full-time staff with a single health, dental, and vision insurance policy.

Article IX. Leave Payments

Section 1. Leave Days

1. Ten (10) days of sick leave will be provided for each school term.
2. Five (5) days of personal leave will be provided for each school term.
3. Personal and professional leave is to be approved by the Principal two (2) days in advance.
4. Twenty (20) working days of paid maternity/paternity leave will be given to teachers provided the delivery occurs within the school year or within two weeks of the beginning or end of the school term, however, if a doctor advises additional time outside the twenty paid working days, the Principal will make individual arrangements for extended paid maternity/paternity leave according to the physician's recommendations.
5. Each teacher will receive five (5) days of bereavement leave each school term. This would include death or critical illness in the immediate family (mother, father, brother, sister, child, spouse, and grandparent).
6. Administrator/Principal shall approve Jury Duty/Military leave for an employee in the event that an employee is called to serve. He/she shall be paid the difference between what they are compensated for serving and the employee's regular salary.
7. Sick leave may be accrued up to fifty (50) days/400 hours, but will not exceed fifty (50) days/400 hours, or teachers will have the option to buy back any hours of unused hours of sick leave at a rate of \$12.50 per hour.
8. Personal leave may be accrued up to twenty (20) days/160 hours, but will not exceed twenty (20) days/160 hours, or teachers will have the option to buy back any unused hours of personal leave at a rate of \$12.50 per hour.
9. Leave may not be taken the first two weeks or the last two weeks of the school year unless approved by the principal.

Appendix X. Teacher Responsibilities and Other Duties

Section 1. Daily Schedule

Teachers' work hours will be from 7:30 a.m. to 3:30 p.m. Classroom instruction will be from 8:00 a.m. to 3:00 p.m.

Section 2. Staff Meetings

All staff meetings must be called by the Principal. The Principal shall hold at least two (2) staff meetings per month, which shall be held whenever the Principal may direct. The Principal shall give at least 24 hours' notice prior to any staff meeting.

Section 3. Pre-Class, Lunch and Recess Duty

- A. Certified teachers will be required to supervise students between 7:30 a.m. and 8:00 a.m., before classes begin.
- B. All paraprofessionals are required to be on lunch duty. Paraprofessionals are directly responsible for supervising students in the cafeteria.
- C. Recess will be directly supervised by paraprofessionals.

Section 4. Substitute Teachers

The teacher shall be responsible for arranging for substitute teachers from a list of eligible substitutes that has been approved by the Board.

Article XI. Miscellaneous Provisions

Section 1. Negotiated Agreement and Personnel Policies and Procedures

A copy of this Negotiated Agreement shall be available in the Administrator's/Principal's office at all times, and each prospective certified teacher shall have a reasonable opportunity to read it. A copy of the School Board's Personnel Policies and Procedures Handbook shall also be available in the same location at all times, and may be reviewed by certified teachers upon any reasonable request.

Section 2. Resignations – Liquidation Damages Clauses

It is mutually acknowledged that termination of an official teacher contract by a certified teacher prior to completion of the contract term results in damages to the school. In an effort to discourage early termination of teacher contracts, the sum of \$500.00 shall be paid by any teacher who requests a release form a contract which has been signed by the teacher and the Board.

Nothing contained herein shall be construed to mean that the Board must release the teacher upon payment of the above amount.

Section 3. Complete Agreement

The Board and TBEA agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and agreement between the parties and any oral or written agreement previously entered into between the Parties hereto shall be of no further force or effect.

Section 4. Modifications/Amendments

Should either party wish to modify (amend) this Agreement, that party shall give written notice of its desire to do so to the other Party not less than sixty (60) days before the annual anniversary date of the Agreement. Modifications (amendments) must be agreed upon by both the Board and TBEA. Such modifications (amendments) will be in effect on the anniversary date of the Agreement, unless otherwise agreed upon by both Parties.

Section 5. Severability Clause

Should any article, section, or clause of the Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause shall be automatically deleted from this Agreement 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 this Agreement.

Section 6. Community Involvement

All teachers shall be encouraged to participate in community activities which increase teacher understanding of the community culture and promote acceptance and understanding of the teachers by the community as a whole. Community involvement shall be a part of the teacher's evaluations that are performed by the Principal.

Article XII. Grievance Procedures

Section 1. Purpose

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to grievances that may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Section 2. Procedure

All staff will follow the Grievance Procedure found in the Twin Buttes School Policies and Procedures Handbook.

Article XIII. Term of Agreement

This Agreement shall be effective upon execution by the Board and the TBEA and shall continue in force for a period of one year unless either party gives notice to the other party between January first and March thirty-first, of their desire to renegotiate the Agreement. In the event a new agreement is not agreed upon before the anniversary date of this Agreement, all provisions of this Agreement shall remain in full force and effect until a mutual agreement is reached. All salaries, benefits, and working conditions agreed upon in the new agreement will be retroactive to the anniversary date of this Agreement.

This agreement is signed this 29 day of Sept, 2011.

IN WITNESS THEREOF:

For the Twin Buttes Education Association:

Sherrill Mann

Sherrill Mann, TBEA President

Willa Incognito

Willa Incognito, TBEA Member

For the Twin Buttes School Board:

Merlien Sorensen

Merlien Sorensen, School Board President

Joe Benson, Board Member