

THE AGREEMENT OF PROFESSIONAL NEGOTIATION

Between The SAWYER EDUCATION ASSOCIATION

And The SAWYER BOARD OF EDUCATION

**SAWYER PUBLIC SCHOOL
25 1st Ave SW
Sawyer, North Dakota 58781**

**2018-2019
SCHOOL TERM**

The Sawyer Board of Sawyer Public School District #16 and the Sawyer Education Association do hereby agree that the welfare of the children of the Sawyer Public School is paramount in the operation of the school and will be promoted by both parties. The parties do hereby agree as follows:

1. RECOGNITION

The School Board of Sawyer Public School District #16, hereinafter referred to as the Board, and the Sawyer Education Association recognize that teaching is a profession. The Board recognizes the Sawyer Education Association hereinafter referred to as the Association, as the exclusive representative of the certified personnel employed, or to be employed as classroom teachers.

The Association recognizes the Board as the elected representatives of the people of the Sawyer Public School District and as the employer of the certified personnel of the Sawyer School District.

The purpose of this recognition is the mutual agreement that the parties will negotiate in good faith in accordance with the provisions of the N.D.C.C., and will use professional, educational and statutory channels for appeal in the event of impasse.

2. PRINCIPLES

A. ATTAINING OBJECTIVES

Attainment of objectives of the educational program of the district requires mutual understanding and cooperation among the Board, the Superintendent, the administration, the staff, and the professional teaching personnel.

To this end, a free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determination of matters of mutual concern.

B. PROFESSIONAL TEACHING PERSONNEL

It is recognized that teaching is a profession requiring specialized qualifications, and that the success of the educational program in the district depends upon the maximum utilization of the abilities of teachers who are well satisfied with the conditions under which their services are rendered.

C. TEACHER PARTICIPATION

The Board, or the Board and Superintendent, or designated representatives of the Board and/or administrative staff will meet with the representatives of the Association for the purpose of discussion and working toward a mutually satisfactory agreement on terms and conditions of employment and employer-employee relations. This agreement may include, but is not limited to, salary, benefits, hours, and other terms and conditions of employment.

3. PROCEDURES

A. DRAFTING

Requests from the Association normally will be made directly to the Superintendent's office. Requests from the Superintendent or the Board will be made to the President of the Association. A mutually agreed upon meeting date shall be set and a meeting held within fifteen (15) days of the date of the request.

Meetings composed of members of the Association Collaborative Bargaining Negotiation Committee, the Board Collaborative Bargaining Committee, and the Superintendent, shall be called upon the written request of any one of the parties involved, namely: The Association, the Board, and the Superintendent of Schools. Requests for meetings should contain specific statements as to the reasons for requests.

C. EXCHANGE OF FACTS AND VIEWS

The Association Collaborative Bargaining Committee, the Board Collaborative Bargaining Committee, and the Superintendent of Schools will exchange facts, opinions, proposals, and counter proposals freely during the meeting or meetings in an effort to negotiate in good faith to reach mutual understanding and agreement.

D. REQUESTS FOR ASSISTANCE

The participants may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. All participants have the right to utilize the services of consultants in the deliberations. When consultants are mutually called upon by respective committees, the expense shall be equally shared. If either committee calls upon a consultant for their exclusive use, the total expense shall be paid by that committee.

E. AGREEMENT

When the participants reach agreement, it will be reduced to writing, approved by both the Sawyer Education Association and the Sawyer School Board, signed by representatives of both parties, and become a part of the official minutes of the Board. Such agreement shall constitute a modification of the Articles of this Agreement, and provisions in the Agreement shall not discriminate against any member of the teaching staff because of membership or non-membership in any teachers' organization.

4. MEDIATION AND APPEAL

A. LOCAL MEDIATION

If a contract is not mutually agreed upon the provisions of the N.D.C.C., shall be followed.

B. STATE FACT FINDING

In case of an impasse the Association and Board shall follow the procedure as set up by the N.D.C.C.

5. ARTICLES OF AGREEMENT

A. CONFORMITY TO LAW-SAVING CLAUSE

Section 1. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law and any subsequent action shall be subject to appropriate consultation and negotiation with the Board and the Association.

Section 2. In the event that any provisions of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

B. AGREEMENT

The agreement of Professional Negotiations of the Association and Board shall apply to all teachers. The salary schedule for 2018-2019 is attached to this Agreement as Appendix 1A.

In the event that the salary stated on any teachers individual contract is not in accordance with the salary schedule, attached as Appendix 1A, the salary stated in Appendix 1A that applies to the teacher shall be paid to the teacher.

Teachers may advance on the salary schedule horizontally if they have obtained eight (8) semester hours or more of graduate level work in their major or minor field.

Courses not in ones major and/or minor field, or in an approved program shall be acceptable as graduate level courses and will require the superintendent's approval. This shall include workshops. All incoming teachers and current staff shall receive full credit for courses already taken which meet these said requirements.

C. EXPERIENCE BROUGHT IN

A teacher may bring in all years of prior experience and be placed on the Sawyer Certified pay schedule accordingly.

D. EXTRACURRICULAR SCHEDULES

The extracurricular pay schedule for 2018-2019 is attached to this Agreement as Appendix 2.

E. INSURANCE ALLOWANCE

The Sawyer School District will pay an amount equal to 85% of a Single Group Health Policy for any teacher wishing to participate in the group Health and Vision plan. Faculty members with a F.T.E. of 70% or more will receive the full amount allowed. Faculty members with a F.T.E. of less than 70% will be paid on their exact percentage of F.T.E. Faculty Members not wishing to participate in the Group Health Policy will receive the amount as a taxable cash option. Faculty Members have the option of deducting additional amounts from their salary to be paid toward the balance of their policy through the school.

2018-2019 \$5,962.92

F. RELEASE TIME

Release time will be granted at the discretion of the superintendent or appropriate principal upon the request of a teacher. No dockage in salary will result during a period of release time. For the purpose of this paragraph release time shall mean no more than two (2) hours per occurrence per teacher as agreed upon between the teacher and the superintendent, or appropriate principal.

G. PERSONAL LEAVE

Three (3) days personal leave annually will be granted each teacher. This leave must be approved by the superintendent or appropriate principal, at least 3 (three) days in advance, whenever possible, to allow time to secure a substitute. In case of multiple applications the application with the most seniority will have first consideration. This leave is cumulative to six (6) days total. Any unused personal leave will be paid to the teacher at a rate of \$50.00 per day after the six (6) day maximum has been accumulated, at the end of the school year. When leaving or retiring from the system, any accumulated personal leave will be paid to the teacher at the rate of \$50.00 per day. Personal leave must be taken in a minimum of half day (1/2 day) increments.

H. SICK LEAVE

The sick leave policy of the Sawyer School allows each teacher twelve (12) days of sick leave each year cumulative to ninety (90) days. These sick days may be used for personal illness or to attend to ill family members to include spouse, child, parent, sibling, grandparent, grandchild, like in-law, or other permanent household members. When a teacher has missed work for five (5) consecutive days or more for illness he/she may be requested to present a doctor's certificate to the superintendent. Sick leave will be tracked by FTE (.14) for each school period, based on a 7 period day.

The Sick Leave Bank is available to all certified staff who accumulate sick leave as per Board policy and are contracted for at least 180 days. The purpose of the bank shall be for staff members' unexpected catastrophic illness and/or injury. Each member may invest one or more days as he/she sees fit.

1. Qualifications

Members may accept or reject participation to donate days at the signing of their yearly employment contract. Participation through donation may be a consideration when determining Sick Bank day allocation. The Sick Bank day will be prorated for part time certified staff.

2. Waiting Period

Any staff member having used their total accumulated sick and personal leave may apply to use Sick Leave Bank days. Applications must be in writing and shall be given to the committee for consideration. A medical doctor's certificate of illness shall accompany all applications for use of the Sick Bank.

3. Sick Leave Committee

The Sick Leave Committee shall consist of the SEA President and Vice-President and two Administrators. The Sick Leave Committee shall supervise the use of the Bank, review all applications, accept or reject all applications, maintain proper balance, and provide reasonable assurance that the Sick Leave Bank is not abused.

4. Depleted Days

Should the Bank become depleted of days, the staff has the option to donate additional days to members who have requested days from the Bank.

Any teacher, upon completion of their second full year in the Sawyer School system, shall at the time of leaving the system, receive (\$50.00) per day for unused accumulated sick leave. Any teacher who has been non-renewed for cause will not receive any accumulated sick leave pay upon leaving the

Sawyer School District. If a teacher is released due to declining enrollment, or for any reason for which the teacher is not responsible, then he/she will receive accumulated sick leave pay.

After ninety (90) days of sick leave have been accumulated an additional ten (10) days of reserve sick leave will be available if needed. The ten (10) days reserve sick leave is not included for payment of unused sick leave at the time of departure from the School District.

I. FUNERAL/BEREAVEMENT LEAVE

Absence with pay of up to five (5) days per occurrence shall be allowed in event of the death of a spouse, child, parent, sibling, grandparent, grandchild, like in-law, or permanent member of the immediate household. A teacher may request one day per occurrence, with pay, to be allowed for other close relatives, friends, or colleagues. Requests must be approved by the appropriate principal.

J. EMERGENCY LEAVE

One (1) day emergency leave annually may be granted each teacher. This leave must be approved by the superintendent, or appropriate principal and he must be given sufficient advance notice to secure a substitute. In case of multiple applications the application with the most seniority will have first consideration. This leave is not accumulative.

K. DUTY FREE LUNCH

The district shall provide duty free lunch period for all certified teachers. When any certified teacher mutually agrees with administration to supervise in the cafeteria during lunch, they shall receive compensation for school lunch at the current cost.

L. PAYROLL

The School Board will issue semimonthly payroll payments, beginning in August of each school year. Wages shall be paid on the 15th and 30th of each month commencing on August 30 during years with duties beginning prior to August 25, and commencing on September 15 all other years. Sawyer School will provide direct deposit to all employees.

M. CONTRACTS

The School Board and the Sawyer Education Association agree that all contracts shall be honored as written and that if circumstances alter the situation, both teacher and School Board shall be involved in the solution.

N. RELEASE FROM CONTRACT

Reference School Board Policy 4-19, revised June 2017.

O. TEACHER RETIREMENT DEFERMENT

The School District shall tax defer the Teachers' Retirement assessment under TFFR Model 2 (Partial) of the Employer Payment Plant. The School District will pay 2.25% of the employee's share.

P. ADDITIONAL CLASSROOM DUTY PAY

Should teachers be required to teach in the Elementary Departmentalized Program, or Combination Classroom, they will be compensated, per each additional grade level, at the rate of 1/7 of his/her current contract.

The current rate of pay for a substitute will follow board policy. Teachers subbing for another teacher in elementary or secondary will be paid 1/7 of sub pay.

Q. LENGTH OF AGREEMENT

This agreement, including the provisions of each Article, shall be effective as of July 1, 2018, and shall continue in effect until June 30, 2019, at which time this Contract shall automatically renew unless notification to the contrary is made by either party at least sixty (60) days prior to the anniversary date of any year. If such notification occurs, this contract shall be renegotiated. Changes may be made at any time by mutual consent.

R. REOPENING CLAUSE

This agreement may be reopened by either party in event of a reduction, or increase, in state funding level or taxable valuation of the district.

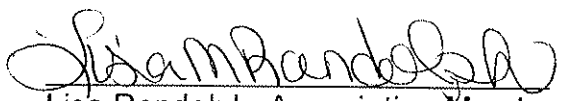
S. Professional Development Fund

"Continuing Education Development Fund" capped at \$200.00 per teacher per year is available to all licensed teaching staff employed by the Sawyer School District.

This negotiated agreement shall supersede all individual contracts. Policy of the Sawyer School District not discussed in this agreement shall be under control of the Board.

Dated this

SAWYER EDUCATION ASSOCIATION


Lisa Randolph, Association Member

SAWYER SCHOOL BOARD
Sawyer Public School District #16


Adam Kidwell, Board President

Appendix 1A Salary Schedule 2018-2019 Steps \$750/ BS Lanes \$500; MS Lanes \$750										
YEARS/STEPS	BS	BS+8	BS+16	BS+24	BS+32	MS	MS+8	MS+16		
0	33650	34150	34650	35150	35650	36150	36900	37650		
1	34400	34900	35400	35900	36400	36900	37650	38400		
2	35150	35650	36150	36650	37150	37650	38400	39150		
3	35900	36400	36900	37400	37900	38400	39150	39900		
4	36650	37150	37650	38150	38650	39150	39900	40650		
5	37400	37900	38400	38900	39400	39900	40650	41400		
6	38150	38650	39150	39650	40150	40650	41400	42150		
7	38900	39400	39900	40400	40900	41400	42150	42900		
8	39650	40150	40650	41150	41650	42150	42900	43650		
9	40400	40900	41400	41900	42400	42900	43650	44400		
10	41150	41650	42150	42650	43150	43650	44400	45150		
11	41900	42400	42900	43400	43900	44400	45150	45900		
12	42650	43150	43650	44150	44650	45150	45900	46650		
13	43400	43900	44400	44900	45400	45900	46650	47400		
14	44150	44650	45150	45650	46150	46650	47400	48150		
15	44900	45400	45900	46400	46900	47400	48150	48900		
16	45650	46150	46650	47150	47650	48150	48900	49650		
17	46400	46900	47400	47900	48400	48900	49650	50400		
18	47150	47650	48150	48650	49150	49650	50400	51150		
19	47900	48400	48900	49400	49900	50400	51150	51900		
20	48650	49150	49650	50150	50650	51150	51900	52650		
21	49400	49900	50400	50900	51400	51900	52650	53400		
22	50150	50650	51150	51650	52150	52650	53400	54150		
23	50900	51400	51900	52400	52900	53400	54150	54900		
24	51650	52150	52650	53150	53650	54150	54900	55650		
25	52400	52900	53400	53900	54400	54900	55650	56400		
26	53150	53650	54150	54650	55150	55650	56400	57150		
27	53900	54400	54900	55400	55900	56400	57150	57900		
28	54650	55150	55650	56150	56650	57150	57900	58650		
29	55400	55900	56400	56900	57400	57900	58650	59400		
30	56150	56650	57150	57650	58150	58650	59400	60150		
31	56900	57400	57900	58400	58900	59400	60150	60900		
32	57650	58150	58650	59150	59650	60150	60900	61650		
33	58400	58900	59400	59900	60400	60900	61650	62400		

Appendix 2 - Activity Schedule 2018-19

#	Position	Coaching	length of season	Res Fac	Total	Years Exp	Tot
1	head girls B	280	10	0.357	999.60	0	999.60
1	Asst girls B	280	10	0.245	686.00	0	686.00
1	head Boys B	280	10	0.357	999.60	0	999.60
1	Asst Boys B	280	10	0.245	686.00	0	686.00
1	head volley	280	13	0.357	1299.48	0	1299.48
1	asst volley	280	13	0.245	891.80	0	891.80
1	head track	280	10	0.357	999.60	0	999.60
1	Asst track	280	10	0.245	686.00	0	686.00
1	student council advisor	280	10	0.076	212.80	0	212.80
1	Spirit Club advisor	280	15	0.038	159.60	0	159.60
1	paper	280	10	0.212	593.60	0	593.60
1	Annual yearbook	280	12	0.229	769.44	0	769.44
1	Academic Challenges a	280	10	0.12	336.00	0	336.00
1	Robotics	280	80	0.036	806.40	0	806.40
1	Band	280	5	0.179	250.60	0	250.60
1	Choir	280	5	0.179	250.60	0	250.60
1	Drama	280	13	0.541	1969.24	0	1969.24

1. \$25 per year of experience in district
2. years brought into the system aer calculated as per the negotiated agreement
3. Coaches transporting students for practice, to a cooperating school, will be paid 53.5 cents per mile
4. A parent transporting 2-5 students to a cooperating school for practice will be paid .20 cents per mile
5. Game Supervision is set at \$15.00 per person and assigned by Administration
6. Hosting / coordinating event is set at \$150 and assigned by administration