

## CENTER/STANTON PUBLIC SCHOOLS SUMMARY OF ALL NEGOTIATED ITEMS TO DATE 2021-2023 NEGOTIATIONS PACKAGE INCLUDES

### **I. Duration of negotiated agreement:**

The provisions of this agreement will be effective as of July 1, 2021 and will continue and remain in full force and effect for a period of two (2) years until June 30, 2023. Said agreement will automatically be renewed and continue in full force and effect for additional periods of one year unless the Board or the Contracted Staff gives written notice to the other not later than May 1, 2023, of its desire to reopen this agreement and to negotiate over the terms of successor agreement. The Board and the Contracted Staff may mutually agree to reopen negotiations at any time on selected articles of this agreement and to extend remaining articles without further negotiations. In addition, both parties expressly recognize that negotiations on the terms of the successor agreement must take place at the request of either party providing proper notice is given.

### **II. Professional Growth:**

- A. Non-Required: Center/Stanton Public School District agrees to pay up to \$550 per year for credits earned and/or \$200 for non-credited workshops. Teachers may accumulate \$550 a year for up to 5 years to be able to attend a national conference in their teaching area. Teacher must state intent to attend at least 3 months in advance and will be limited to 4 teachers per year. The \$550 will not be added to the teacher's base salary. The staff members must pay all registration/credit fees and then will be reimbursed up to \$550 upon submission of a transcript/grade sheet or proof of attendance with the reimbursement receipt. The teacher will submit receipts for actual money spent and will be reimbursed for the actual amount up to \$550. The \$550 can be used for all costs associated with the course (including, but not limited to books, registration, hotel, mileage, meals, etc.). Center-Stanton School will pay motels/meals/mileage at state rates unless pre-approved by Administration. The credits received must be in the teacher's major, minor, or assigned field, or approved by the Superintendent prior to taking the class while the teacher is employed with Center/Stanton Public Schools. The credits must be earned in or from an accredited college.
- B. Required: The district will pay all registration/travel costs related to seminars/workshops that are required by the Board or Administration, whether or not credits are earned.
- C. Clarification: Courses applicable for persons in regard to continuing education shall include areas related to the individual's teaching field and/or extra-curricular assignments. Credits toward a degree not related to the individual's teaching field will not be paid for by the school district unless that teacher is being trained for a position in the Center/Stanton School District. To be paid for credits toward an extended degree, a program of study must be filed with the Superintendent and approved by the School Board. Copies of registration forms, agendas, and/or class itineraries must be attached to claim reimbursement forms.
- D. Starting with classes to be taken the summer of 1990, prior approval from the administration must be obtained.

### **III. Insurance:**

The District will either pay a single health insurance policy premium or 75% of a full family insurance policy premium for each teacher participating in the health insurance plan in the Center/Stanton School District.

The board will contribute a dollar for dollar match up to the following amounts to a Health Savings Account (HSA): Single- \$1250, Family-\$2500 or up to 50% of the deductible plan, whichever is greater.

Any changes will go into effect October 1. The value of this policy shall be equal to, or greater than, the values of the policy of the previous contract year. In lieu of group health insurance through Center/Stanton School District, the school will pay \$425 per month into the teachers flex/annuity (according to law) if that teacher provides verification that they are covered through their spouse's employer group health plan.

- A. The district will pay a full family Vision insurance policy premium even if the staff member doesn't take the health insurance policy upon request.
- B. The district will pay a full family Dental insurance policy premium even if the staff member doesn't take the health insurance policy upon request.

### **A. Health Insurance Continuance Policy**

The Center/Stanton School Board believes that employees that have been in the health insurance group with the Center/Stanton Public School system should have the right to stay with the group health insurance, when they have reached retirement, have lost their job because of reduction of force, have been injured and are unable to continue working for a time limit as set by COBRA laws. However, these stipulations must be followed:

1. The qualified person must pay their own insurance premium, after the anniversary date of the group insurance.
2. They must take coverage immediately
3. Coverage must be continuous.

### **B. Wellness Provision**

The board will provide a wellness program stipend of \$300 per teacher. The activities will include any health screenings offered at the school and any exercise/recreational/weight management programs in the Center/Stanton district. There will be \$1000 wellness bank provided for in-school wellness program incentives. Memberships outside the district must be approved by the administration. Reimbursement forms with receipts can be submitted at any time. Wellness monies are a taxable benefit so the staff member will pay for the membership and then submit a signed receipt from the entity along with a claim reimbursement from signed by the staff member, which will then be paid through payroll.

### **C. Flex Plan**

The Center/ Stanton School District will pay the monthly administration fee for the individual teacher's flex plan.

## **IV. Leave of Absence**

A year of absence for study may be taken after ten years in the system without pay and upon Board approval. The employee will be guaranteed reemployment at the salary level they received prior to their leave of absence plus any increase for the year of reemployment. Notice to return to employment will be submitted in writing to the Superintendent of Schools by March 1 of the year prior to return.

## **V. Child Care Leave**

A teacher may use up to 6 weeks of sick leave for childbearing or adoption. Additional leave up to one year may be requested and would be without pay. The board reserves the right to seek a second doctor's opinion. A male parent or significant other shall be granted two weeks of sick leave for childbearing or adoption. Maternity or paternity leave must be taken within 8 weeks of the birth or adoption of a child. Child care leave starts the day the mother is discharged from the hospital. If leave is recommended by the doctor prior to the birth of the child, then staff member may use banked sick leave (without diminishing child care leave after the birth).

Beyond the six weeks of Maternity leave an additional two weeks of employee's banked sick leave may be granted at the discretion of the administration.

A teacher returning from child care leave will be assigned to the same position held at the time the child care leave commenced.

## **VI. Professional Leave**

Three (3) days per year of non-required leave and unlimited days of required leave with prior approval of administration may be allowed as professional leave. Professional leave must be approved by the administration. Professional leave will not be accumulative. More days can be allowed at the discretion of the Principal or Superintendent. Additional professional leave will be provided for new teachers (1 to 3 years in the school district) to observe and be mentored by veteran teachers in the Center/Stanton School District or in area schools.

## **VII. Emergency Leave**

Up to three days per year of emergency leave may be granted, with pay, at the discretion of the Superintendent, if there is a serious illness or injury that may become life threatening, or death to a member of the teacher's immediate family. The immediate family is defined as spouse, children, grandchildren, parents of both employee and spouse, brothers and sisters of employee and spouse, Grandparents and brothers and sister-in-law of employee and spouse. Emergency leave may also be used for funerals and bereavement at the discretion of the Superintendent. This leave will be deducted from accumulated sick leave starting with the fourth day.

### **VIII. Personal Leave:**

Each teacher will be allowed three (3) days each school year to be used as personal leave. Personal leave may accumulate to six (6) days. Requests for personal leave must be submitted and approved by the administration at least three (3) days in advance unless other arrangements are made. No more than two (2) teachers per school may be allowed to take personal leave at the same time (schools defined as Elementary, grades K-6, and Junior High/High School, grades 7-12) and will be granted on a first come, first served basis. Use of more than three (3) consecutive personal days by a teacher requires the approval of the administration. Personal leave may not be taken during the first two weeks of school or the last two weeks of school unless approved by the administration.

Coaches/advisors taking leave to attend state tournaments/meets when not accompanying a team to the tournament/meet will have to take "personal" leave.

After the teacher's personal leave has been exhausted, the teacher will be allowed a maximum of two (2) additional days upon administration approval. Substitute pay will be deducted from the teacher's salary.

At the end of each school year a teacher will have the option to:

1. Any days over three will be paid at the same rate as substitute pay for the current school year for each unused day with a maximum of three (3) days per year. Up to three personal days not exchanged for payment shall be carried over to the following contract year. Request for reimbursement must be made by May 15<sup>th</sup>.
2. Carry over the personal leave days to the following contract year with a maximum accumulation of six (6) days.

Teachers who leave the school system will receive reimbursement for unused personal days at the same rate as substitute pay for the current school year. A maximum of six (6) days may be redeemed.

### **IX. Sick Leave:**

Sick leave will be 16 days per year accumulative to 160 days and may be used for illness or medical appointments of employee or immediate family members. Unused sick leave above the 160 days at the end of the school year will be placed into the teach/administrator sick bank. The immediate family is defined as spouse, children, step-children, parent of employee or spouse, or other relative who is a dependent of the employee. A teacher may use sick leave one-seventh (a class period) or a day at a time. Only h day of sick leave will be granted for a doctor or a dentist appointment upon administrator's approval.

A. Two days may be used for funerals of persons that do not fall under the immediate family definition by using sick leave.

B. Severance pay will be paid at the rate of \$30 per day for unused sick leave when a teacher leaves the district for any reason except breach of contract. The severance pay shall be accumulative to 100 days. A teacher must be an employee of the district at least one year to qualify for the severance pay. In the event of the death of the teacher, the money due for severance pay would be paid to the named beneficiary of that teacher. Any sick days over 100 will not be added to the sick bank.

C. A sick leave bank shall be established and administered as follows:

1. In the event of a teacher/administrator illness (including pregnancy) which requires extended periods of absence, the teacher/administrator may request to borrow sick days from the sick bank.
2. Each teacher/administrator will contribute one day of sick leave annually. When the sick bank reaches 100 days each teacher/administrator will contribute one half day per year. These hours will be deducted from the teacher's first paycheck.
3. Teachers/administrators who have exhausted their sick leave may make reasonable requests for sick leave that has accumulated in the sick leave bank.
4. Such requests will be considered by a committee consisting of two CSEA members, two board members and the superintendent.
5. An accounting of available sick leave in the sick leave bank will be given to each teacher/administrator at the beginning of each school year.
6. One copy of the account will be placed in the school district files.

D. A teacher may convert sick leave hours (80 or a max of 160 hours) per school year into vacation days (1 or 2 days) after all personal leave has been exhausted. Vacation days cannot be carried over or paid out at the end of school year.

**X. Payroll:**

Pay day will be the 15<sup>th</sup> and last day of every month. If payday falls on a weekend or bank holiday, payday will be the day before the weekend or bank holiday. Individuals will have 24 pay periods. Sick and Personal leave will be listed on each pay stub.

**XI. Compensation:**

- A. The base for the 2021-2022 school year will increase by \$1500 to \$40,000 and for the 2022-2023 school year will increase by \$500 to \$40,500. A returning full time teacher will receive the increase of the base plus \$500.00 for each respective school year. The salary figures on the individual contracts will be rounded up to the nearest dollar.
- B. Part time teachers will receive a proportional amount of the amount in Section A based on the percentage of his/her contract.
- C. The School Board will pay 100% of the teacher's contribution to the Teacher's Fund For Retirement (TFFR) which is 11.75% for school year 2021-2022 and 11.75% for school year 2022-2023.
- D. Part-time teachers will receive substitute pay when required to be at school on days not part of their normal contracted days.
- E. A teacher giving up their prep period to act as a substitute teacher in a class other than their own will be paid \$30 per class period.
- F. The District will pay one day sub pay for one day of in-service to certified staff in attendance of the teacher's workshop at the beginning of the school year.
- G. The base salary for an incoming teacher with no experience for the current school year will be in compliance with the North Dakota Century Code.
- H. An incoming teacher may bring in up to 20 years of experience at \$500 per year and be paid for up to 16 semester credits in accordance with Section II A. under professional growth.
- I. The District will pay one contracted day for one day of Professional Development to certified staff. This will be mutually agreed upon by the administration and Center/Stanton Education Association. The Consortium In-service is optional and will be paid at the current substitute teacher rate.
- J. In the event a teacher is selected for jury duty, leave shall be granted with pay. Any stipend for service, minus expenses incurred, will be paid to the school district.
- K. In the event a teacher is called out for ambulance and/or fire volunteer work, leave shall be granted with pay and any stipend received for service will be kept by the teacher.
- L. The minimum salary for teachers employed by the District on a nine month basis is as shown below:
- M. Proof of additional quarter or semester hours, which may be in the form of a grade sheet, must be turned into the Business Manager of the School Board prior to August 20 of contract year. Transcript or supporting documentation must accompany the request for lane change prior to this August 20th date. Any classes taken during the school year that result in a lane change will not be paid until the following year.

Base Salary - 2021-2022

BS	BA+8	BA+16	BA+24	BA+32	BA+40	BA+48	BA+ 56
\$40,000	\$40,500	\$41,000	41,500	\$42,000	\$42,500	43,000	43,500

Base Salary – 2022-2023

BS	BA+8	BA+16	BA+24	BA+32	BA+40	BA+48	BA+56
\$40,500	\$41,000	\$41,500	\$42,000	\$42,500	\$43,000	43,500	44,000

**XII. Advanced Degrees:**

Master's degree factor: Any current employee as of 2006-2007 who returns to school and receives their master's degree will receive an additional \$5,000 raise on their base salary. The degree must be in their field of teaching or have the approval of the Superintendent.

A. The Masters base will be \$5000 more than the base salary.

2021-2022				
MA	MA+16	MA+32	MA+48	MA+64
\$45,000	\$46,000	47,000	48,000	49,000
2022-2023				
MA	MA+16	MA+32	MA+48	MA+64
\$45,500	\$46,500	47,500	48,500	49,500

**XIII. Extra Duty Provisions:**

- A. If any teacher(s) choose(s) to take over any noon duty responsibility each school day is in session, Each teacher will be paid an amount equivalent one adult meal for every day he/she supervises in the lunch room. (Excluding teacher absences) they will be paid \$900 each per year. It is the teachers responsibility to find and pay their own sub if absent. Max of 2 teachers per school.
- B. A CSEA representative may be included on the interview team and involved in the recommendation process regarding the hiring of administration.
- C. When possible, meetings are encouraged to be scheduled during the teacher's contracted time. However, when any meeting occurs beyond the contracted time teachers shall be compensated at \$25/hr rounded to the nearest quarter hour. This policy excludes once weekly staff meetings either with school principal or all staff which begin at 7:45 a.m. and IEP meetings.

**IVX. Extra-Curricular Schedule:**

**A. Non-Athletic schedule:**

FFA	\$3000
FBLA	\$1200
German Club	\$1200
Concessions Manager	\$2200
(will be the advisor(s) of the club running the concessions and will be responsible to find and pay sub if unable to attend event.)	
Band/Choir	\$2700
Speech	\$2700
Assistant Speech	\$1200
Annual	\$2200
One-Act Play	\$700/ play
*with approval by administration and board for more than one play.	
Prom	\$1000
Jazz Band	\$700
Elementary Music	\$250 \$25/year experience
Technology Coordinator	\$4200
*Only if technology coordinator teaches more than 3 three classes	
Summer Technology Coordinator	\$27.50/hour
*Work needs to be completed at school	
Summer Driver's Ed Instructor	\$27.50/hour
Science Club	\$1200
Robotics	\$1000 - \$50/year experience
Science Olympiad Advisor	\$600
Acalympic Advisor	\$700
Peer Youth	\$500 - \$25/year experience
Student Council	\$1000 - \$50/year experience
Junior Class Advisor	\$250/advisor-no increase for experience
After School Program	\$20/hour with a maximum of 2 teachers

B. There will be \$600 in Professional development available for each advisor. Advisor must pay all professional development registration fees and will then be reimbursed upon submission of expense receipts and programs/agendas/itineraries.

C. Each year of advising experience at Center-Stanton Schools you will receive \$100 all listed under II A, unless stated otherwise.

**D. Extra-Curricular Schedule:**

Coaches/Advisors of extracurricular activities shall be compensated as set forth in this schedule. The Board of Education of the Center/Stanton Public School will grant pay on this schedule to those teachers and non-faculty coaches hired by the administration and school board. The pay for extracurricular will be added on their regular contract or a contract will be signed by all non-faculty coaches. The coaches/advisors last paycheck will be withheld until inventory is completed and accepted by administration. Non-staff will be paid one check at the end of their season/activity.

**E. Professional Development:**

Advisors will be required to reimburse the school for any fees paid by the school district on their behalf if they decide to not fulfill their position. Only expenses (including travel) for scouting, tournament/meet fees if accompanying a team, and seminars will be considered professional development. Staff member must pay all seminar/registration fees and then will be reimbursed upon submission of expense receipts and programs agendas/itineraries.

**F. Extra-Curricular Activities**

Teachers/staff who work at extra-curricular activities will be paid at the same rate as non-staff per event for ticket seller/takers and supervisors. Teacher/staff will work these on a volunteer basis. If volunteers are not available, the principal(s) will assign such duty. The Athletic Director will keep track of the workers for all events and at least once each semester submit a list to the Business Manager for payment on the next payroll.

**G. Staff Driver's Pay (Under 15 passengers)**

- 15-99 miles (round trip) \$15.00
- 100-200 miles (round trip) \$25.00
- Over 200 miles (round trip) — an additional \$0.05 per mile

The following index shall be used to determine the compensation for extracurricular duties:

Level A- \$245	Level B- \$185
Level C- \$170	Level D- \$60
Level E- \$30	Level F - \$25

Additional stipend for post-season competition: Coaches will receive an extra week pay at the coach's current rate of pay for each week (more than 3 days) beyond the first level of post-season competition.

Coaches must start practice on the first allowable date determined by the NDHSAA to receive the level of pay for the number of weeks designated (deductions will be made accordingly).

\*Only the Head and Assistant Coach of each sport along with the Athletic Director will receive \$600 per year for professional development. Coach must pay all professional development registration fees and will then be reimbursed upon submission of expense receipts and programs/agendas/itineraries. Only expenses (including travel) for scouting/tournament/meet fees if team is participating, and seminars will be considered professional development. Staff member must pay all seminar/registration fees and then will be reimbursed upon submission of expense receipts and programs agendas/itineraries. This has no cash value. The funds will be accessed by requisition that will require the approval of the Athletic Director and the Administration. The spouse and children of the coaches will be admitted free of charge to the athletic events in which their spouse is coaching.

Group assignment for extracurricular coaching:

**Level A (\$245 per week)**

Each year of coaching experience at Center/Stanton Schools you will receive \$ 100 for this level.

Athletic Director	18 weeks = \$4,410
Varsity Boys Basketball	14 weeks = \$3,430
Varsity Volleyball	13 weeks = \$3,185
Varsity Wrestling	14 weeks = \$3,430
Varsity Girls Basketball	14 weeks = \$3,430
Varsity Football	11 weeks = \$2,695
Varsity Track	12 weeks = \$2,940
Baseball	10 weeks = \$2,450
Golf	9 weeks = \$2,205

**Level B (\$185 per week)**

Each year of coaching experience at Center/Stanton Schools you will receive \$75 for this level.

Asst. Boys Basketball	14 weeks = \$2,590
Asst. Volleyball	13 weeks = \$2,405
Asst. Wrestling	14 weeks = \$2,590
Asst. Girls Basketball	14 weeks = \$2,590
Asst. Football	11 weeks = \$2,035
Asst. Track	12 weeks = \$2,220
Asst. Golf	9 weeks = \$1,710
Dance Coach-minimum of 4 performances	14 weeks = \$ 2,590

**Level C (\$170 per week)**

Each year of coaching experience at Center/Stanton Schools you will receive \$50 for this level.

Junior High Boys Basketball	9 weeks = \$1,530
Junior High Girls Basketball	9 weeks = \$1,530
Junior High Football	11 weeks = \$1,870
Junior High Wrestling	12 weeks = \$2,040
Junior High Volleyball	9 weeks = \$1,530
C Boys Basketball	12 weeks = \$2,040
C Girls Basketball	12 weeks = \$2,040
C Volleyball	12 weeks = \$2,040
Junior High Track	11 weeks = \$1,870
5/6 BBB (\$150 per week)	9 weeks = \$1,350
5/6 GBB (\$150 per week)	9 weeks = \$1,350
5/6 VB (\$150 per week)	9 weeks = \$1,350
P-6 Dance (\$150 per week)	9 weeks = \$1,350
Asst. BBB/GBB/VB (\$100 per week)	9 weeks = \$900

**Level D (\$60 per week)**

Each year of coaching experience at Center-Stanton Schools you will receive \$25 for this level. Coaching 2nd team without an assistant to include only Junior High teams \$60 per week as follows:

JH Boys Basketball	9 weeks = \$540
JH Girls Basketball	9 weeks = \$540
JH Football	11 weeks = \$660
JH Volleyball	9 weeks = \$540
All Cheerleading squads	25 weeks = \$1,500

**Level E (\$35 per week)**

Varsity cheerleading advisor if hired by sport.

Boys Basketball	13 weeks = \$455
Wrestling	14 weeks = \$490
Football	11 weeks = \$385

**Level F (\$30 per week)**

Non-varsity cheerleading advisor if hired by sport.

B and C Boys Basketball	12 weeks = \$325
Junior High Boys Basketball	12 weeks = \$325
Poster/Pep Club advisor	20 weeks = \$600

**Level G**

Weight Room/Gym Supervisor	12 weeks = \$2,350
Wellness coordinator	All Year \$ 250

## **H. Reduction in Force**

If there are proposed changes to the Reduction in Force policy the CSEA President must be notified two weeks prior to the meeting.

## **I. Grievance Procedure:**

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

### **Section I**

#### **a. Objectives:**

- i. To insure an opportunity for professional staff members and administrators to have unobstructed communication with one another and the School Board with respect to allege grievances with fear of reprisal.
- ii. To reduce the potential area of conflict between professional staff members, administrators, and school boards.
- iii. To encourage and assure the freedom of effective communications through recognized channels between professional staff members, administrators, and the school board.
- iv. To encourage the resolution of complaints as near the point of origin as possible.
- v. To contribute to the development of improved morale and effectiveness of the Center/Stanton professional staff through an increased understanding of the Center/Stanton School policies which affect them.

#### **b. General Principles:**

- i. It shall be the firm policy of the Board to assure every professional employee the unobstructed use of the grievance procedure without fear of reprisal or without prejudice in any manner to his/her professional or employment status.
- ii. After an unsuccessful attempt at resolving the difference of a grievance situation at the lowest applicable administrative level, a professional employee may seek and use the assistance of a designated representative of the Professional Rights and Responsibilities Committee of the Center/Stanton Education Association in the presentation and/or appeal of any grievance. Upon notification of the PR & R Committee, such committee assistance may include, but not limited to, the direct representation of the professional employee at all steps of the grievance procedure. The PR & R Committee will begin its representation at the lowest applicable administrative level.
- iii. The failure of a professional employee to proceed to the next step of the grievance procedure within the time limits set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of any aggrieved at any step to communicate his decision to the professional employee or other employees with the specified time limits shall permit the employees to proceed to the next step. All time limits may be extended by mutual agreement in writing.
- iv. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall be held confidential. These records shall be kept in a locked file with public access allowed only by written agreement of the school superintendent and the PR & R Committee chairman.
- v. All resources of North Dakota Education Association and the National Education Association may be utilized by the local association or the individual during the grievance procedures.
- vi. School days for purposes of the grievance procedure shall mean teacher employment days. Grievances processed during the summer months will be under time limits as stated in this agreement, but school days shall mean calendar days excepting Saturdays, Sundays, and Holidays.



- vii. Any grievance which is not presented for disposition through the grievance procedure within 30 school days after knowledge of the occurrence which it is claimed gave rise to the grievance shall be void. In the event of extenuating circumstances, a written explanation of their nature shall accompany the notification of the PR & R Committee of the grievance and the written description of the grievance at the first formal level. No professional employee who cites extenuating circumstances as reason for not beginning the procedure within 30 days shall be unreasonable denied the use of this grievance procedure.
- viii. The Board acknowledges the right of the Association's grievance representatives to participate in the processing of a grievance at any level and no teacher is required to discuss any grievance if the Association's representative is not present.

## Section II

### A. Definitions:

1. A **grievance** shall mean a complaint by a professional employee, or group of the same, that there has been a violation, misinterpretation, or misapplication of the terms and conditions of employment as contained in existing Stat laws, existing School Policy, or any matter negotiated under the Professional Negotiations agreement.
2. A **professional employee** is a licensed professional who is included in the CSEA Collective Bargaining Agreement.
3. The **aggrievor** is the subject of the grievance registered by the aggrieved.
4. The **aggrieved** is the professional who registers the grievance.

## Section III

### A. Procedure:

#### Step I — Informal (Immediate supervisor):

A professional with a grievance shall generally first discuss the complaint with their principal or immediate supervisor by:

1. expressing their complaint directly to their principal or immediate supervisor, or
2. requesting the Association's representative express the complaint to their principal or immediate supervisor for them, or
3. appearing together with the Association's representative before their principal or immediate supervisor for the purpose of expressing said complaint.

#### Step 2 - B- Formal (PR&R Committee):

Any professional employee shall present a grievance to their aggrievor with the objective of resolving the matter formally. The employee may request the help of the PR&R Committee in presenting their grievance. Grievance report form is required beginning with Step #2.

In the event that the professional employee or association is not satisfied with the disposition of their grievance on Step 1, they shall file the grievance in writing with the PR&R Committee within five (5) school days after the decision at Step I or Step 2, for the purpose of review by the PR&R Committee. The Committee shall within five (5) school days make a judgment of the merits. If the committee decides either that the grievance lacks merit or that the decision at Step I or 2 is in the best interest of the educational system, it shall so notify the aggrieved. If the committee decides that in its opinion, the grievance has merit, a PR&R panel, with the aggrieved, shall present such grievance in writing to the aggrievor within five (5) school days thereafter. The aggrievor with in five (5) school days shall give their response to the aggrieved in writing.

#### Step 3 — Superintendent:

If Step 2 is unsatisfactory, the aggrieved may within ten (10) school days, appeal an adverse decision, through the PR&R Committee, to the Superintendent. The appeal shall be in writing and shall set forth specifically the grievance asserted and its disposition at Steps 1 and 2. An employee may pursue a grievance the grievance process even though they have been informed that their grievance is without merit. They may use their own counsel or request the aid of the PR&R Committee in preparing their case if they wish. No professional organization other than the CSEA and/or its parent organizations (NDEA and NEA) may represent an aggrieved party under the procedure. Within ten (10) school days of receipt of said appeal, the Superintendent shall conduct a hearing. The aggrieved and a panel of the PR&R Committee shall be given at least five (5) school days notice of the hearing day and place. The aggrieved and their representative shall be relieved of their professional responsibilities, if necessary, without loss of salary for the purpose of attending the hearing.

Within five (5) school days after the hearing, the Superintendent shall inform the aggrieved of his decision and shall provide same with a brief statement in writing of the reasons for the decision.

Step 4 — Board

The aggrieved may, within ten (10) school days of receipt of notification of the disposition of their grievance under Step 3, request a hearing by the Board. The requirements with respect to procedure shall be the same as Step 3. Within five (5) school days after the hearing, the Board shall inform the aggrieved of its decision and shall provide same with a statement in writing of the reasons for the decision.

Step 5 — Binding Arbitration:

The aggrieved may, within ten (10) school days of receipt of notification of the disposition of their grievance under Step 4, submit in writing to the Board and the PR&R Committee a declaration of their intention to seek binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. An arbitration panel shall be established. Such Panel shall be composed of one member appointed by the Board, one member appointed by the Association, and a third member who shall be elected by the Board appointed member and the Association appointed member. This third member of such Panel shall be from outside the school district and may be a recognized expert in a field related to the problem at hand, he/she may be any qualified and disinterested person.

They shall serve as chairman of the Panel Board. Any costs utilizing the service of such Panel are borne equally by the School District and the Association, excluding the cost of requested transcripts which shall be borne by the requester.

The arbitration panel will conduct hearing(s) and gather such facts as are germane to the issue(s). The Panel shall prepare facts, no later than thirty (30) days from the date of the hearing, its findings which shall be binding on both parties in resolving the grievance. The Association member will notify the aggrieved of the decision of the Panel within five (5) school days of receipt of findings.

**J. Savings Clause:**

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

**K. Signatures:**

The Center/Stanton Education Association and the Center/Stanton School Board agree to the above items as negotiated pursuant to chapter 15.1-16 of the North Dakota Century Code. In compliance with the Petition for Recognition of the Appropriate Negotiating Unit accepted by the Center/Stanton School Board for 2011, be employed by the Board, except Superintendent and Principals.

Date: 5-30-11

Signed: [Signature] Board President

[Signature] Board Negotiation Team Member

[Signature] Chief Negotiations Team

[Signature] Chief Negotiations Team

[Signature] Chief Negotiations Team