

NEGOTIATED AGREEMENT

2021-2023

**DUNSEITH BOARD OF EDUCATION AND
DUNSEITH EDUCATION ASSOCIATION**

Negotiated Agreement
2021-2023

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Preamble

This agreement entered into between Dunseith School District No. 1, Dunseith, North Dakota, hereinafter referred to as the "Board" and the Dunseith Education Association, hereinafter referred to as the "Association", is intended to further the purpose of the parties in providing maximum educational opportunities for the District.

Recognition

The Board recognizes the Association as the exclusive bargaining representative on salaries, and conditions of employment for all certified-fulltime employees of the district engaged in teaching, including classroom Teachers and librarians, but excludes nurses, guidance counselors, principals, supervisors and other administrative personnel.

The Association recognizes the Board as the elected representative of the people of Dunseith and as the employer of the certified personnel of the Dunseith School District.

Board Functions

The Board, on its own behalf, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by applicable law, rules, and regulations to establish the framework of school policies and projects including the right:

1. To the executive management and administrative control of the school system and its properties, programs, and facilities.
2. To employ and re-employ all personnel and, subject to the provisions of law of State Department of Public Instruction regulations, determine their qualifications, their work assignments, their dismissal, their demotion, and their promotion.
3. To establish and supervise the program of instruction and to make the necessary assignments for all programs of an extra-curricular nature that benefit students.
4. To determine means and methods of instructions, selection of textbooks and other teaching materials, the use of teaching aids, class size, class schedule, hours of instruction, teaching load, length of school year, and school calendar. Teacher recommendations will be evaluated in determining decisions relevant to areas mentioned in this paragraph.
5. The School Board shall place all Teachers in the Dunseith school system on the salary schedule according to their year of actual certified teaching experience in or outside of the district. Teachers entering the system will be granted credit for actual certified teaching.

Up to fifteen years may be granted at the discretion of the School Board, not to exceed actual certified teaching experience. All incoming Teachers will be made aware of this provision prior to signing a contract.

The exercises of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of the policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.

TEACHER GRIEVANCE PROCEDURE

The purpose of this policy is to provide a step-by-step procedure that guarantees the right of teachers to administrative "due process," to assure fairness and equity. No teacher or administrator shall discriminate against, coerce or interfere with any teacher, administrator, witness or representative, for his/her involvement in the presentation or adjudication of any grievance.

No action taken under this procedure shall in any way be construed as forfeiting the right to seek redress through the courts.

If any provision of this procedure is or shall at any time become contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

Definitions

- *Grievance* is an allegation by a teacher that he/she has been subject to a personal loss, injury, or inconvenience because of a violation, misinterpretation, or misapplication of a specific article, section, or paragraph of the negotiated agreement or teacher's individual contract.
- *Day* as used herein shall be considered a school day and the time limits set shall be considered a maximum.
- *Administrator or supervisor* named in this policy (e.g., Superintendent) assumes that his/her designate or deputy may serve in his/her place.

Time Limit

A grievance must be initiated within 30 days after the teacher knew or should have known the term or condition giving rise to the grievance existed. Failure to timely present the grievance in writing shall be deemed a waiver of the grievance. A grievance form will be available in the District office.

Conditions

Failure of the teacher to meet any of the deadlines contained in this procedure shall terminate the grievance. Failure of a school supervisor/administrator to respond to the grievance within specified deadlines shall be deemed a denial of the grievance and shall allow the teacher to advance the grievance to the next step.

Procedure

Meetings held under this procedure shall generally be conducted on non-school time at a place that will afford a fair and reasonable opportunity for all persons proper to be present.

Each step in this procedure is intended to give bona fide consideration to the grievance and is to be a separate review of the facts. Each official to whom the grievance is presented shall issue a decision.

- A. **Informal Process:** The Board encourages the resolution of grievances as near the point of origin as possible. Therefore, a teacher with a grievance shall first discuss it with his/her immediate supervisor. However, should such informal process fail to satisfy the teacher, then a grievance may be processed as follows.
- B. **Formal Process:** A teacher may be represented and accompanied by a representative of his/her choosing at any step in this process. The teacher filing the grievance must be present at each step in this procedure.
 - 1. The teacher who is filing the grievance shall prepare a written statement containing his/her name, address, and telephone number, school building, address, telephone number, and name of principal; the specific contract provision being grieved and why; and the requested remedy. The written grievance must be signed and dated by the grievant.
 - 2. The teacher may present the written grievance to his/her immediate supervisor by the deadline contained in the "Time Limit" section of this procedure. The supervisor shall make every effort to resolve the grievance and shall, within 10 days of the filing of the grievance, render a written answer on the grievance.
 - 3. If no agreement is reached or the time limit outlined above elapses without answer, the aggrieved teacher may present the written grievance to the Superintendent. This step must be initiated within 4 days of the supervisor's written decision or within 14 days of the filing of the grievance in the event the supervisor fails to provide a written answer. The Superintendent shall either refer the grievance to a designated representative or shall personally work with the aggrieved to seek an equitable solution within 10 days. A written response shall be made to the grievant within the same 10 days. The Superintendent's decision is final, subject to court review if the teacher files suit.

Employment

- A. **Non-discrimination:** The parties agreed that in the administration of the agreement, there will be no discrimination because of race, creed, color, sex, national origin, age or political affiliation as outlined in state statutes.
- B. **Teacher Organizations:** It is further agreed that employees have the right to join or not to join a Teacher organization and that membership in such an organization or the payment in lieu of membership shall not be required as a condition of payment.

- C. **Dismissal:** Nothing in this agreement, shall preclude immediate dismissal of a Teacher by the Board where deemed necessary by the Board in the best interests of the school district. Dismissal is not subject to arbitration and the grievance procedure.
- D. **Non-renewal** of Teacher contract-procedural due process.

Philosophy: In the event reductions-in-force become necessary these reductions will be made based on what has the least detrimental effect upon the student body.

Definition: Reduction-in-force is reducing the staff in case of declining enrollment or financial stress. The reduction-in-force policy will not be used as a substitute for dismissal for cause.

Procedure: The following steps will be used in Reduction-in-Force.

1. The Board will discuss with all teaching staff the contemplated reduction-in-force.
2. Teachers will be evaluated by;
 - a. Seniority within the district
 - b. Educational qualifications
 - c. Versatility
 - d. Teachers evaluations

E. Teacher Rights:

Recall: First and primary offerings of contracts for all openings occurring in the system will be to Teachers under the terms of the Reduction-In-Force policy provided they are legally qualified. These contracts shall be offered in the reverse order of layoff and qualifications up until the first day of school. The Teacher who has been reduced-in-force will have two weeks in which to accept or reject their offered contract or will forfeit all the above rights.

- F. **Assignments and Transfers:** The Board retains the right to make grade, subject, and activity assignments and to make transfers between schools as necessary in the best interest of the district.

Assignments and transfers will be given two weeks' notice when possible.

The Board will inform Teachers of any teaching vacancies or staff increases by the school system by February 1, or as soon as such information is available.

Insofar as practical, assignments and transfers will take into consideration employee certification, professional training, experience, specific achievements, and services in the district.

G. In-house Hiring Policy

Definition: In-House hiring policy affects any addition of personnel to the school system.

Procedure: The following steps will be used for in-house hiring prior to the start of the school year.

1. The Board will advertise for a period of 5 days in house, any vacancies which should occur before school starts. (Teaching)
2. The Board will review any in-house applications primarily and exclusively after the advertisement period is completed.
3. The Board will rate in-house applications primarily based on educational qualifications, versatility, Teacher evaluations, and service to the district.
4. Selection and hiring will be made from within the system if any qualified applicants apply.

Teachers, when possible, are encouraged to live within the Dunseith School District.

At all times, the action taken under the reduction-in-force policy will be consistent with North Dakota State Law and the provisions of this Negotiated Agreement.

Teachers are encouraged to attend extra-curricular activities and be supportive influences of the Dunseith School District.

Absence

A. Personal Sick Leave:

Each Teacher under contract for the regular school year shall be granted ten (10) sick days accumulative to sixty (60) days. Upon termination of employment, all accumulative days will be paid at the rate of \$18.75 per hour. When more than three consecutive days are used; a medical certificate shall be presented to the Teacher's immediate supervisor. As of the 2021-2022 & 2022-2023 school year, Teachers will receive \$18.75 per hour of sick leave for any of the ten (10) days not used after they have accumulated fifty (50) days.

B. Compensation:

1. Jury Duty – Teachers shall be excused for jury duty with the agreement that any compensation, excluding maximum state reimbursement rate for expenses, received shall be endorsed to the school district.
2. Additional Employment- Any compensation received for employment (exclusive of regular contracted duties) during school hours shall be endorsed to the District.

C. Personal Leave: Each Teacher under contract for the regular school year shall be granted as follows:

- 1-5 years of service – Three (3) days personal leave
- 6-10 years of service – Four (4) days personal leave
- 11-15 years of service – Five (5) days of personal leave

- 16 or more years of service – Six (6) days personal leave

No more than two (2) Teachers shall take personal leave at the same time from each school not to exceed three (3) Teachers between both buildings. All personal leave must be approved by the administration. Teachers will receive \$18.75 per hour for personal leave not used at the end of the school year. Teachers will receive their daily rate of pay for personal leave not used at the termination of their employment.

- D. Compassionate Leave:** Five (5) days within any five (5) consecutive contract day period will be granted in case of a death in the immediate family of an employee, but limited to the following: parent, parent-in-law, child, wife, husband, brother, sister, or any member of the employee's household.

A leave of three (3) days within any three (3) consecutive day period will be granted in the event of the death of a son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law, uncle, aunt, nephew, or niece. If such relatives are members of the household of the employees, then paragraph one of compassionate leave shall apply. In the event of the death of an employee or student in the school district, the Superintendent or Principal may grant sufficient time to those employees wishing to attend the funeral. Additional bereavement leave may be granted by the administration.

- E. Maternity Leave:** Teachers may use up to 30 days of accumulated sick leave after giving birth for an uncomplicated deliver. Balance of accumulated sick leave may be used with a doctor's statement. Additional leave may be granted.

F. Leave of Absence:

1. Leave of absence for educational training and other professional growth experience may be granted to Teachers under the following provisions;
 - a. Teacher must have a minimum of three years' experience in the Dunseith Public School District.
 - b. Written application for a leave of absence without pay must be submitted to the Superintendent of schools by May 15th.
 - c. Sick leave and personal leave will not accumulate during the year's leave of absence.
2. A Teacher who becomes seriously ill or has a legitimate reason for taking a leave of absence may request such leave without pay. This leave may be granted for part of one school year or part of two school years, not exceeding the maximum of one calendar year.
 - a. The Teacher on leave shall notify the Superintendent not earlier than the 15th (fifteenth) of March nor later than April 15th (fifteenth), whether or not he/she accepts, or rejects offered re-employment. If the Teacher does not notify the superintendent on or before

April 15th (fifteenth, he/she will forfeit the position of re-employment for the following school year.

- G. Professional Leave:** Two days of professional leave shall be granted to each Teacher yearly. Additional days may be granted for acceptable professional events with approval of the administration.

A Maximum of \$5,000.00 (\$2,500.00 per year) shall be available for the payment of expenses incurred by employees who have been granted professional leave in accordance with this provision. Funds shall be available for transportation, meals, lodging, materials, and registration.

- H. Unauthorized Leave:** Any employee leaving without authorization from their immediate supervisor will be docked not less than ½ day of leave and no more than 1 day of leave.

Teacher Rights

- A. The teacher shall have the right to review the contents of his/her personal file. A representative of the Association may, at the Teacher's request accompany the Teacher in the review. Each Teacher's personal file shall contain the following minimum items of information:
1. Copies of annual contracts.
 2. Copies of teaching certificate.
 3. Complete official transcripts.
 4. Copies of performance ratings.
 5. Records of workshops attended.
 6. Statement of approval from superintendent for college or university work to be submitted for reimbursement.
 7. Copies of claims that have been paid for approved college or university work.
- B. No material shall be placed in the personal file without allowing the Teacher an opportunity to file his/her response thereto and said response shall become a part of said file.
- C. The Teacher shall have the right to reproduce any of the contents of his/her personal file at the Teacher's expense.
- D. Teacher contracted salaries shall be paid in nine months. However, Teachers requesting twelve months may be approved by the administration. Balance of payments can be received at the end of May.
- E. Evaluation-see evaluation for growth.
- F. Each Teacher shall be provided with a Teacher's desk, a chair, and a two-drawer file, or a five-drawer for two Teachers. A two-drawer file with a lock will be provided upon request.
- G. No Teacher shall be required to teach outside his or her minor field. Assignments to a supervised study period shall be considered a teaching period and all Teachers shall have a prep period during the academic day. Senior high school Teachers shall not be required to have more

than five class assignments in a 6-period day or 6 class assignments in a 7-period day. Junior High Teachers shall have no more than seven class assignments in an eight-period day.

- H. In-service credits earned, shall be recorded by the administration and be placed in the Teacher's personal file not later than May 15th (fifteenth). An accumulative copy shall be given to the Teacher prior to the last week of school.

Liquidated Damages

Once a contract is signed, it is assumed that the Teacher will not request a release during the term of the contract. It is mutually acknowledged that the termination of a contract by the Teacher, prior to the completion of the contract, results in damages to the District which are impractical or extremely difficult to actually ascertain. In an effort to fix compensation which bears a reasonable relationship to probable damages and which is not disproportionate reasonable anticipated damages, the following penalties shall be paid by the Teacher requesting a release from their contract:

1. \$400 penalty to begin after signing the contract;
2. \$750 penalty after July 1; and
3. \$1,750 after August 1.

School Board has the option to waive liquidated damages.

No Strike Clause

- A. Strike means any concerted work stoppage, a slowdown or withholding of contracted services.
- B. The Association agrees to the following: No Teacher or representative organization will engage in a strike.
- C. Any teacher engaged in a strike or any other activity in subsection 1 thereof may be denied the full amount of his/her wages during the period of violations under N.D.C.C. 15.1-16-16, and be recommended for nonrenewal or discharge.

Terms of Agreement

- A. The agreement reached as a result of collective bargaining represents the full and complete agreement between the parties and supersedes previous agreements between parties. It is agreed that any matter relating to this current contract term whether or not referred to in this agreement, shall not be open for negotiations except as the parties specifically agree thereto. All terms and conditions of employment not covered by this agreement shall continue to be subject to the Board's direction and control.
- B. If any section of this agreement or an agenda thereof should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any section or parts of a section or agenda should be restrained by such tribunal, that entire section

shall become invalid. However, the remainder of this agreement thereto shall not be affected thereby, and the parties shall enter immediate negotiations for arriving at a mutually satisfactory replacement for such section. Issuing of contracts shall be according to the North Dakota century code.

Association Rights

- A. DEA meetings will be held once a month before 8:00 a.m. or after school has been officially dismissed.
- B. Teachers may provide input relevant to curriculum concerns. The administration will work with the School Board to determine the curriculum.
- C. Recommendations for setting up a yearly calendar will be considered but final authority rest with the School Board.
- D. The Association shall have the right to use internal mail service and Teacher mailboxes for communications to Teachers.
- E. The Association shall have the right to use the school building before/after Teacher hours for meetings, provided the building principal shall be notified in advance of the time and place of such meetings.

Benefits

- A. All school district personnel shall receive a pass to all extra-curricular activities.
- B. Each Teacher who substitutes for another Teacher during that Teacher's preparation period shall receive Eighteen and 75/100 (18.75) dollars, to be paid in December and May. (Elementary Teachers will be paid for music and P.E. only, one period per day.)
- C. Each classroom will be awarded up to \$500 for supplies/miscellaneous items if approved by their immediate supervisor.
- D. **Continuing Education Credits**
 - 1. Onsite Training – All continuing education credits offered by the Dunseith Public School District will be paid by the School District. The maximum amount of reimbursement for continuing education credits is \$100 per school year per employee. No penalty or agreement to continue employment with the Dunseith School District will be enforced for these onsite continuing education credits. If these credits are not directly billed to the district, employees will be reimbursed within the month of paying for the credit out of pocket with proof of purchase.

2. Offsite Training – All employees requesting reimbursement for offsite continuing education credits must be preapproved by administration before course work is completed. Employees will be reimbursed \$50 per semester hour or up to \$100 per school year per employee for offsite courses. No penalty or agreement to continue employment with the Dunseith School District will be enforced with these offsite continuing education credits. The employee will be reimbursed by the district by June 30th of each year with the proof of purchase of the credits as well as the preapproved reimbursement claim filed by the employee with the Business Office by June 15.

E. Reimbursement of Credits for a Change in Credential or a Change in Educational Status:

1. If an employee of the Dunseith Public School District wants to pursue a credential that is beyond continuing education requirements, such credit reimbursement requests must be preapproved by administration prior to completing any course work. The maximum amount of reimbursement to be paid for any one school year shall be \$600 per employee. Reimbursement will be made only if all expenses have been incurred by the employee. Reimbursement requests must be submitted and will be paid by October 31 of the school year following the completion of the coursework. The teacher must be under contract with the Dunseith Public School District subsequent to the school year during which the course was taken.
2. Undergraduate credits: The only undergraduate credits eligible for reimbursement are courses required by DPI for a position for which a teacher has already been hired. Payment of \$50.00 per semester hour for undergraduate hours will be made upon completion of the required credential.
3. Before receiving the reimbursement for college credits when the \$600.00 fee is requested, the employee must agree in writing to continue employment with the Dunseith Public School District for a period of at least two years after receiving the approved credits or will be required to pay the District back the funds that were received.

F. Free lunches will be provided for Teachers on noon (lunchroom) duty.

**2021-2023 Salary Schedule
Dunseith School District #1**

The minimum salary for Teachers employed by the district on a nine-month basis is as shown below:

2021-2022 school year:

BS	BS+16	BS+24	BS+32	MS/MA
43,500	44,530	45,045	45,760	46,790

2022-2023 school year:

<u>BS</u>	<u>BS+16</u>	<u>BS+24</u>	<u>BS+32</u>	<u>MS/MA</u>
45,000	46,030	46,545	47,260	48,290

The Dunseith Public School District shall pay the following education steps:

<u>BS+16</u>	<u>BS+24</u>	<u>BS+32</u>	<u>MS/MA</u>
+1030	+515	+715	+1030

The district shall provide each contracted full time Teacher with a \$515 annual increase to Teacher's salary compensation package and each part time contracted Teacher will receive the proportional amount (ex. 5/7 contracted teacher will receive 5/7 of \$515), or an amount agreed upon during negotiations. (For the 2021-2022 school years each returning Teacher shall receive an increase of \$2500.00 on contracted salary). (For the 2022-2023 school years each returning Teacher shall receive an increase of \$2500.00 on contracted salary) Base salary will be raised \$1,600 for 2021-2022 school year and \$1,500 for the 2022-2023 school year.

Salary Schedule

The Board and the Association agree to a two (2) year contract (2021-2023) with a full payment on the Teacher retirement. A health plan administered in accordance with Section 125 of the IRS Tax Code will be funded by the District per employee/per year at one full single Blue Cross/Blue Shield rate. The Dunseith School Board will pay 75% of a Single Plus Dependent and Family Blue Cross/Blue Shield policy for those who wish to take it.

Duration-Negotiation

This agreement of the Dunseith School District #1 and Dunseith Education Association shall be effective July 1, 2021. This agreement shall remain in effect until June 30, 2023.

It may be amended by mutual agreement of the above parties who entered into it originally. It will be renewed automatically for a period of two years upon the expiration date each year unless one of the parties provides written notice to the other on or before April 1st of each year of a desire to reopen negotiations.

Dated: At Dunseith, North Dakota May 4 2021.

This agreement shall be binding on the parties who are signatories thereto.

Signed this 4 day of May, 2021.

Lori A. Davis
President, Dunseith Board of Education

E. Peterson
Business Manager

Carmelita Hunt
President, Dunseith Education Association

Kevin Nelson
Member, Negotiating Committee