

Fort Totten School District #30

Master Contract

2021-2023

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The Fort Totten School District #30 Board of Education (hereinafter referred to as the "Board") and the Fort Totten Educational Association (hereinafter referred to as the "FTEA") hereby enter into the following Agreements regarding negotiations:

1. **RECOGNITION:** Based upon evidence acceptable to the Board, the FTEA represents the majority of those in the bargaining unit; the Board hereby recognizes FTEA as the Bargaining agent for all regularly employed certified teachers¹, excluding all administrative, counselors, supportive, clerical, food service, aides, transportation, custodial and supervisory personnel.
2. **RIGHT TO JOIN OR NOT TO JOIN:** As a condition of employment, members of the bargaining unit have the right to join, participate in, and assist the FTEA; and the right to refrain from such activities.
3. **SCOPE OF BARGAINING:** As per ND Century Code 15.1-16, the scope of representation shall include matters relating to terms and conditions of employment and the employer-employee relations, including but not limited to salary, hours, and other terms and conditions of employment.
4. **NEGOTIATING TEAM:** No more than three (3) designated representatives of the Board will meet with no more than three (3) representatives of FTEA for purposes of negotiations. Each team may have an advisor present on any occasion.
5. **OPENING NEGOTIATIONS:** As per NDCC 15.01-16.

All FTEA and Board proposals and language of proposals for negotiations shall be presented at the first meeting, with the FTEA to present its proposals first. No new items may be added after that time, except by mutual consent of both parties.
6. **THE AGREEMENT:** When Agreement is reached between the negotiating teams on all proposals, the proposed Agreement shall be reduced to writing and submitted and recommended first to FTEA for ratification. After ratification by FTEA, the Agreement shall be recommended to the Board. Upon approval and after necessary action by the Board, the terms of Agreement shall be implemented. The Agreement will be signed by May 1, if possible.
7. **RESOLVE DIFFERENCES:** Impasse procedures as outlined by North Dakota statutes.
8. **AMENDMENT:** Either party desiring changes in this Agreement shall notify the other party in writing. Proposed amendments shall become agenda items for negotiations and are final when ratified by the Board and FTEA. By mutual consent, the effective date of any amendment may be set prior to completion of the current Agreement year.
9. **TRIBAL LAWS:** The Board and FTEA shall have the exclusive authority relating to establishing terms and conditions of employment, provided that such do not conflict with applicable tribal laws on the Spirit Lake Nation Indian Reservation.

¹A public school employee licensed to teach by the education standards and practices board or approved to teach by the education standards and practices board and employed primarily as a classroom teacher. ND Century Code 15.1-16-01. Definitions. Page 234.

**ARTICLE I
MANAGEMENT RIGHTS**

Section 1: RECOGNITION OF BOARD RIGHTS

The FTEA recognizes the right of the Board and the Superintendent to operate and manage the affairs of the Fort Totten Public School District #30 in accordance with its responsibilities under law. The Board and the Superintendent shall have all powers, rights, authority, duties, and responsibilities conferred upon them and vested in them by laws and constitution of the State of North Dakota and by the Cooperative Agreement with the Bureau of Indian Affairs.

Section 2: EXERCISE OF MANAGEMENT RIGHTS

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board; the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement.

**ARTICLE II
ASSOCIATION RIGHTS**

Section 1: TRANSACTION ASSOCIATION BUSINESS

Duly authorized representatives of the FTEA shall be permitted to transact FTEA business on school property, provided that this shall not interfere with or interrupt school operations, and that the FTEA has sought and received the building principal's approval.

Section 2: USE OF SCHOOL BUILDINGS

The FTEA shall have the right to use the school building at reasonable hours for meetings, provided that the principal of such building shall be notified in advance of the time and place of all such meetings and has given his/her approval.

Section 3: EXCLUSIVE RIGHTS

The rights and privileges of the FTEA and its advisors granted under the provisions of the Agreement shall be granted only to the FTEA for the duration of this Agreement and to no other organization.

Section 4: CALENDAR PLANNING

The FTEA may submit a suggested school year calendar by January 1 for the following year.

**ARTICLE III
TEACHER RIGHTS**

Section 1: RIGHTS AND PROTECTION IN PRESENTATION

Pursuant to 15.1-16 of the ND Century Code, the Board hereby agrees that every teacher employed

by the Board shall have the right to organize, to join, and support the FTEA for the purpose of professional negotiations and other concerted activities for mutual aid and protection. As a duly selected body of exercising governmental power under the laws of North Dakota, the Board agrees that it shall not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any right conferred by 15.1-16 or other laws of North Dakota, or the Constitution of North Dakota or the United States; that it shall not discriminate against any teacher with respect to hours, salary, or any terms or conditions of employment by reason of his/her membership in the FTEA, his/her participation in any of the activities of the FTEA, professional negotiations of this Agreement or otherwise, with respect to any terms or conditions or employment.

Section 2: STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be constructed to deny or restrict the rights afforded any teacher under the laws of North Dakota. The rights granted to teachers hereafter shall be deemed in addition to those provided elsewhere.

Section 3: 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 records to support his/her grading. All such records (grades, attendance) must be turned in to the principal at the end of the school year.

Section 4: TEACHER OBLIGATION

The teacher shall be required to participate in cultural in-service training as provided by the Board. Expenses and leave time to attend additional Native American Cultural training may be granted if given advanced approval by the Principal or the Superintendent. The teacher is urged to obtain cultural training regarding Native Americans as part of their continuing professional training requirements.

**ARTICLE IV
TEACHER ASSIGNMENTS**

Section 1: NOTIFICATION

All teachers employed this year shall be given written notice of employment and salary for the next year pursuant to state law (ND Code Section 15.1-15-04). This may include general subject area.

Section 2: ASSIGNMENTS AREAS

A. Teachers shall only be assigned to teach in their major of academic preparation or state approved teaching concentrations. Any special teaching assignment, if included in individual contracts must be defined. Class assignments, building and room assignments for the forthcoming year will be given at the fall workshop, if not available sooner.

B. Teachers will directly supervise their classes and activities at all times. The responsibility can

never be delegated or abrogated without the Principal's permission.

- C. Teachers will assume teaching assignments within the individual school as designated by the Principal. The 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.

Section 3: **ADDITIONAL ASSIGNMENTS**

Any teaching assignment in addition to the normal teaching schedule during the regular school year and summer school session shall not be made without the consent of the teacher involved.

Section 4: **TRAVEL**

Authorized travel by school personnel, using their personal car, shall be paid at the state rate.

Section 5: **OTHER DUTIES AND RESPONSIBILITIES**

- A. Teachers shall attend any professional meeting for which school is dismissed or any meeting which the administration may designate.
- B. The Board and the FTEA encourages teachers to participate in community activities.

**ARTICLE V
CRITICAL SHORTAGE AREA DESIGNATION**

Any new teacher hired for a position in a NDESPB Critical Shortage Area Designation identified and documented, and which the position is unfilled by the Board by the forty-fifth day prior to the start of the districts school calendar year, in accordance with Section 15.1-16-21 of the ND School Century Code, and for which the teacher hire is the only acceptable candidate, as determined by the Superintendent, may be placed at a level on the salary schedule as deemed necessary by the Board to secure an acceptable candidate without jeopardizing accreditation requirements of the District.

New teacher hires in identified and documented ND Educational and Standards & Practices Board (NDESPB) critical shortage areas and with prior teaching experience may be given credit on the salary schedule for years of teaching experience, but will not be placed on the salary schedule at a level higher than a currently employed Ft. Totten School District #30 teacher with the same or more years of teaching experience.

**ARTICLE VI
PROMOTION**

Section 1: **POLICY**

The Board supports a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff, if highly qualified persons are available.

Section 2: **NOTICE**

Whenever a vacancy arises or is anticipated, notice of it shall be posted in the administrative office for not less than three (3) days. If the vacancy occurs after August 1, the notice shall be posted for three (3) days. To be considered, a teacher must make proper application.

**ARTICLE VII
TEACHER FACILITIES**

Section 1: SAFETY

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or wellbeing.

Section 2: LOUNGE

A lounge will be provided if adequate/suitable space is made available to the District by Bureau of Indian Affairs Officials.

Section 3: PROPERTY LOSS

A teacher, who in the course of his/her duties suffers a property loss through an act of vandalism or theft caused by a student or employee of the Fort Totten School District #30 on school property, may submit a claim to the Superintendent. The Superintendent may, in his discretion, decide whether the claim for reimbursement should be paid. If the Superintendent denies the claim or reimburses less than the claimed value, the teacher may submit the claim and the Superintendent's decision to the School Board for its review.

**ARTICLE VIII
SALARIES**

Section 1: SCHEDULE

The salary schedule shall apply to all certified teachers, and shall become part of this Agreement as Attachment A and B. All certified teachers shall be placed on the appropriate level of the salary schedule. The salary schedule is based upon the regular school calendar and normal teacher assignments.

Section 2: TEACHER FUND FOR RETIREMENT

The board will pay, in addition to the North Dakota Century Code requirement of their 10.75% for 2013-2014 and 12.75% for 2014-2015 and each year following the 2014-15 school year, until North Dakota Century Code decreases the percentages, the individual teacher's fund for retirement share of 9.75% for the 2013-2014 school year and 11.75% for the 2014-2015 school year and each year following the 2014-15 school year, until North Dakota Century Code decreases the percentages. (Amended June 2019)

Section 3: METHOD OF PAYMENT

Each teacher shall receive his/her salary payment every two (2) weeks on Friday and shall be in 20, 22, 24 or 26 payments at the discretion of the teacher.

Section 4: SALARY VARIATIONS

- A. When assigned extra duties by the administration, a teacher shall be compensated at the rate of \$15.00 per hour excluding the class advisors who are on duty. Such duties may include but are not limited to ticket selling, chaperoning, timekeeping, score keeping, etc.
- B. If sufficient funds are available the Board may, at its discretion, provide an addition to salaries. The amount is not to be incorporated into the salary schedule and will be equitable.
- C. Extra-Curricular Program Activities -Purpose- It is agreed that Extra-curricular Program activities are designed and created with the intent of providing activities, aside from sports, for students that will enhance their learning opportunities and educational experiences by giving them differentiated avenues to see a larger concept of what being a student in the school means and how these experiences relate to a larger world beyond the walls of the school building, as well as giving staff the opportunity to interact and build a trusting and lasting relationships with students thus creating a more solid teacher/student bond for the benefit of enhanced awareness, understanding and learning. Students engaged in extra-curricular activities must be properly supervised at all times. Any and all funds related to fundraising for any school sponsored activities must be run through the business office.

Extra-Curricular Pay - Payment for listed duties will be dispersed when all relevant duties to the position are completed and approved by the Principal. These duties include but are not limited to those duties as listed and spelled out and agreed upon. Any improvements or changes to the specified activity can be enhanced upon approval by the Principal as long as these changes are for the betterment of the activity in line with its purpose. All duties are to be conducted outside the regular school day, unless otherwise agreed upon by the Principal. Each Advisor is required to submit an annual Plan of Operation at the beginning of each listed and/or approved activity, to include, but not limited to goals, objectives, outcomes, activities, costs, student rosters, attendance rosters, activity rule or policies and timelines, as well as other schedules as deemed necessary. Pay will be as follows for listed activities or clubs:

- 1. Prom Advisor 1800.00
Establishes and afterschool program for the junior class for the purposes of fundraising, prom, supervisions of activities, provide advisement to the class on class organization for these activities to include establishing goals and timelines. Develop a class webpage and elect class officers.
- 2. Other Club or Advisor As Determined & Approved

Section 5: BA +40 LANE REMOVAL

All teachers at BA +40 by October 1, 2004 will be "grandfathered" in and able to remain in this lane at no loss of pay until the teacher leaves the school system.

**ARTICLE IX
HEALTH INSURANCE**

The Board shall provide full single health or the equivalent amount towards a single plus dependent/family health insurance protection in the form of a group policy based on specifications mutually developed by the Parties. The Board will also provide a single dental insurance policy and a single vision plan.

**ARTICLE X
ABSENCES AND LEAVE STATUS**

All absences and leave must be approved in advance, if possible, by the Principal.

Section 1: **ABSENCES**

Absences, unlike leaves, occur more or less unexpectedly and are usually for short periods of time—often only one day.

A. Sick Leave/Family Leave/Emergency Leave

The Board shall grant fifteen (15) days of sick leave/family leave/emergency leave annually which may be accumulated to one hundred 165 days. At the end of each school year, any days over 150 will be bought back by the school board at the rate of \$75.00 per day. The board shall buy back any unused sick leave/family leave/emergency leave days whenever an employee leaves the school district, after five (5) years of employment, at the rate of \$80.00 per day.

1. Definitions:

- a. Sick Leave: Sick leave shall be allowed when a teacher's absence is due to personal illness or disability.
- b. Family Leave:
 - i. Bereavement - death of a member of the immediate family: spouse, child, parent, brother, sister, grandparent, and in-law in the immediate family.
 - ii. Illness/Care of- spouse, child, parent, brother, sister, grandparent, in-law in the immediate family.
- c. Emergency Leave: Natural disasters or accidents, which may cause the teacher serious loss of property.

B. Sick Leave Bank

1. Implementation

The Sick Leave Bank is available to all staff members of the Fort Totten Public School District #30. The purpose of the sick leave bank shall be for unexpected and catastrophic illness and/or injury. The sick leave bank's days balance shall be established from January 17, 1994 of the 1993-94 school year. Each participating staff member shall invest two (2)

sick leave days at the implementation of the sick leave bank and one (1) sick leave day each succeeding year until the bank reaches a total of not less than one hundred eighty two (182) days. Those staff members who do not have any sick leave balance as of the ratification date of this policy will be given the option of joining at the beginning of the 1994-95 contract year.

2. Qualifications

The offer to join the Sick Leave Bank is a one-time offer. All staff members employed for the 93-94 school year shall accept or reject the Sick Leave Bank offer within five (5) days after ratification of this policy by the Fort Totten Public School District #30 School Board and the Fort Totten Education Association. Thereafter, the Sick Leave Bank shall be available to only staff members signing their initial contract.

3. Committee

Sick Leave Bank Committee shall consist of the superintendent, the business manager, and the following Sick Leave Bank members: the FTEA President or one (1) FTEA certified employee.

The purpose of the Sick Leave Bank Committee will be to oversee the use of the bank, review all applications, accept or reject the applications, maintain proper balance and provide reasonable assurance that the sick leave bank is not abused.

4. Application

Any participating member of the Sick Leave Bank program having used their total accumulated personal sick leave, emergency leave, and personal leave may apply in writing to the Sick Leave Bank for consideration to draw on the sick leave bank days. A medical doctor's certificate of illness shall accompany all applications to the Sick Leave Bank Committee.

5. Limitations

Any participating member of the Sick Leave Bank program upon approval of the Sick Leave Bank Committee may draw from the sick leave bank a maximum of forty (40) days per school year. Sick leave will be granted in no more than ten (10) day increments, with application after each ten- (10) days. A medical doctor's certificate of illness may be required for each ten- (10) day reapplication.

This benefit shall be realized regardless of benefit obtained by non-school agencies.

5. Record keeping and Accounting Procedures

The District's business manager in the Central office for the school district shall maintain all record keeping and accounting procedures.

At the beginning of each school year, the committee, with the assistance of the business

manager, will share the record books with the Sick Leave Bank members.

(This agreement amends the 1993-94 Master Contract as ratified by the Fort Totten Education Association and the Fort Totten Public School District #30 School Board, effective the 17th day of February, 1994.)

C. Professional Leave

Teachers may be granted professional leave with or without pay for the purpose of attending professional activities related to an area of assigned instructional responsibility as determined by administration. Requests for approval for leave and reimbursement for expenses shall be made to the administration at least ten (10) business days prior to an absence.

D. Personal Leave

Teachers shall be allowed without loss of pay, personal leave of five (5) days and also be allowed to carry over up to two (2) days, for a maximum of seven (7) days. (Amended June 2019) Personal leave is limited to a maximum of: two (2) consecutive days per request, during each teacher's first 10 years; three (3) consecutive days after 10 years experience; and five (5) consecutive days after 15 years experience. This experience must be in the Fort Totten System. Administrative approval will be necessary when such leave is taken immediately before or immediately following a school holiday. Personal leave will not be allowed the first ten (10) or last ten (10) working days of the school term without approval of the administrator. Personal leave shall not be granted when more than two (2) staff members are absent at any given time. The teacher shall be required to notify the Principal two (2) days in advance of such leave.

At the end of each school year, any unused days of personal leave will be bought back by the school board at the rate of \$85.00 per day.

Section 2: LEAVE OF ABSENCE

Teachers may be granted a leave of absence without pay or eligibility for their benefits for up to one (1) full school term when approved by the Board. Teachers wishing to return to the Fort Totten School at the beginning of the next term shall notify the Board, in writing, prior to March 1.

ARTICLE XI REDUCTION IN FORCE

Section 1: The contracts of certified staff members may need to be terminated because of declining enrollments, program reductions or changes, elimination or reduction of Federal Program monies, or decreases in district revenue. Where attrition has not accomplished this purpose, the following guidelines will be:

- A. In the event of staff reductions, the contract shall be terminated pursuant to current statutes, fair dismissal procedures, and district procedures established herein.
- B. Notice of non-renewal due to a reduction in force shall be provided as required by the North Dakota Century Code.

- C. No certified staff member will be non-renewed while qualified and certified for a position held by a person temporarily or not fully certified by the Education Standards and Practices Board.
- D. The Board, based upon data submitted by the Superintendent, shall identify student needs, priority of programs or areas, and elimination or reduction of programs or areas for staff reduction without regard to individual members of the staff. When programs or areas are to be reduced or eliminated, staff currently assigned to said programs or areas shall be subjected to non-renewal. A program is an organizational plan designed to accomplish a predetermined set of objectives; such as: art, home economics, learning disabilities, library, music, physical education, remedial, secondary grades, special education, vocational, etc. An area shall be defined as the resultant of a classification process relying on state certification or accreditation requirements (i.e. Math, English, History, etc.).
- E. Part time staff members with the identified program shall be non-renewed first.
- F. Teachers within a program or area to be reduced or eliminated, with the least amount of seniority will be non-renewed first. Seniority is determined from the date of initial work in the Fort Totten School District #30 and not the date of the first contract. Fractional years of service shall be counted as fractional years of service. Board approved leave, military service, and other approved interruptions in service shall not increase or reduce seniority achieved.
- G. In the event Fort Totten School District #30 seniority is equal for two or more certified staff members in a program area, the Board will use a combination of the following criteria based on a point system. The Superintendent and Principal will determine (the rating.)

POINTS

- | | |
|---|--------|
| 1. North Dakota Certificate | (1-10) |
| 2. Regulations of accrediting association of which the district holds membership | (1-10) |
| 3. Special or advanced training, evidence of professional growth, and/or contribution to professional area | (1-10) |
| 4. Judgment based on observation and written evaluations (average of separate evaluations, completed by the principal and two other evaluators) | (1-10) |
| 5. Prior teaching experience (outside the system) | (1-10) |

- H. A certified staff member whose contract has been terminated due to discontinuance of a position shall be placed on a recall list and shall have reemployment rights in a vacant position for a period not to exceed 24 months, for which he/she is qualified in order of seniority. Non-renewed teachers shall be notified by registered mail, sent to the teacher's address on file with the Board, of vacancies in positions for which they are qualified and certified. (It is the responsibility of a certified staff member to keep the Board informed of his/her current address and qualifications/certifications.) Failure to respond to such notification shall result in the termination of the teacher's right of recall.
- I. If the terminated certified staff member rejects a job offer for a position in which the staff member

is qualified and certified, further right to reemployment shall be forfeited.

- J. Upon return to employment from the recall list, certified staff members will be placed on the salary position commensurate with their experience and school policy. Benefits will be granted to recall staff members provided that they have not been expended or withdrawn.

ARTICLE XII TEACHER WORKLOAD AND OTHER DUTIES

Section 1: DAILY SCHEDULE

The normal school day shall be limited to eight (8) hours. Hours will be from 8:00am - 4:00pm.

Section 2: INSTRUCTIONAL LOAD

The normal teaching load for high school teachers will be no more than six (6)-teaching periods and one (1) class-free period per day for class preparation. Classroom teachers will not be required to teach more than five (5) subject areas with no more than (5) preparations.

Section 3: CLASS SIZE

The number of students enrolled in high school classes shall be limited to 18, with the exception of the following:

Instrumental and Vocal Music – exceed 30
Family Consumer Science – 16
Construction Tech – 16

If the need arises, class sizes may be exceeded by four (4) students (depending on the limitations of individual classrooms). Additionally, a teacher will receive additional compensation at a rate of \$250 per class per semester if class size exceeds the average of 19. To determine if the class size has been exceeded, the average semester roster will be reported at the end of each semester and compensation will occur at the end of each semester as well.

Section 4: LENGTH OF WORK YEAR

The work year for teachers covered by the salary schedule will not be more than 185 days (revised). Teachers may be required to attend an orientation workshop prior to the school year. Staff shall be paid additional wages for workshops.

Section 5: TEACHER'S MEETINGS

All teachers are expected to attend teachers' meetings called by the administration during school hours; Absences from such meetings shall be regarded as unprofessional conduct. If it becomes necessary for a teacher to be absent, he/she shall notify the Principal responsible prior to said meeting.

Section 6: DUTY FREE LUNCH

Each teacher will receive a 30-minute duty free lunch. A teacher may be assigned to noon duty by administration when needed for off campus school activities. (Amended June 2019)

Section 7: SCHOOL ACTIVITIES

One (1) administrator or his/her designate shall be present at all school activities.

**ARTICLE XIII
MISCELLANEOUS PROVISIONS**

Section 1: PREP TIME PAY

A teacher who in lieu of an outside substitute covers for an absent teacher during their prep time shall be compensated at the rate of \$25.00 per period in addition to their regular salary.

Section 2: RESIGNATIONS

The Board may, within its discretion, release a teacher from his or her contract. Release of the teacher prior to completion of the contract term results in damages to the District, which are impractical or extremely difficult to actually ascertain. If the Board approves the teacher's request for release, he or she shall pay the District a sum of \$1000 before the release becomes effective which sum bears a reasonable relationship to probable damages and which is not disproportionate to reasonably anticipated damages. Nothing contained herein shall be construed to mean that the Board must release the teacher upon payment of the above amount.

Section 3: UNDERSTANDING

The Board and the FTEA agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties and that said terms and conditions may not be altered, changed, added to, deleted from, or modified without the mutual consent of the parties in an amendment, written, and attached and made part of this Agreement.

Section 4: BOARD POLICY

This Agreement constitutes Board Policy for the term of said Agreement and shall be incorporated into and be considered a part of the established policy of the Board.

Section 5: 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 shall be automatically deleted from this Agreement to the extent that it violates the law, but remaining Article, Section, or Clause shall remain in full force and effect for the duration of the Agreement.

Section 6: PROFESSIONAL DUES

FTEA members may have their NEA and NDU (amended June 2019) dues deducted from their wages.

**ARTICLE XIV
GRIEVANCE PROCEDURE**

The purpose of a grievance procedure is to provide a written step-by-step procedure under which no action taken shall in any way be construed as forfeiting the right to seek redress through the courts. Meetings held under this procedure shall generally be conducted on non-school time at a place which will afford a fair and reasonable opportunity for all involved persons to be present.

Section 1: DEFINITIONS

- A. **Grievance** is an allegation by a teacher that there has been to the teacher a personal loss or injury because of a violation, misinterpretation or misapplication of this Negotiated Agreement or of the teacher's individual contract.
- B. **Day** as used herein shall be considered a school day and the time limits set shall be considered a maximum.
- C. **Administrator** or supervisor named in this policy (such as superintendent of schools) assumes that his/her designate or deputy may serve in his/her place.
- D. Representative of the employee's choosing shall include but not be limited to legal counsel or a representative of the Fort Totten Education Association.

Section 2: PROCEDURES

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

- A. **Informal Process** – It is usually desirable for an employee and his or her immediate supervisor to resolve problems through free and open communication. It is the intention of the School Board to encourage the resolution of grievances as near the point of origin as possible. Therefore, an employee with a grievance shall first discuss it with the principal or immediate supervisor. When requested by the employee, a representative of the employee's choosing may assist in this resolution. However, should such informal process fail to satisfy the employee, then a grievance maybe processed as follows:
- B. **Formal Process** – The formal process begins with the employee who is filing the grievance preparing a written statement containing his/her name, address, and telephone number; school building, address, telephone number, and name of principal; the specific Article, Section and Paragraph of this Negotiated Agreement being grieved and why; and the requested remedy. The written grievance must be signed and dated by the aggrieved. The employee may be represented

and accompanied by a representative of his/her choosing at any step in this process. The employee filing the grievance must be present at each step in this procedure.

Step 1: IMMEDIATE SUPERVISOR: An employee may present a grievance in writing at any time to his or her immediate supervisor provided that the circumstances giving rise to the grievance still exist at the time the grievance is presented or did exist no more than fifteen (15) days prior to the time the grievance is presented. The supervisor shall make every effort to resolve the grievance, and shall within ten (10) days of the filing of the grievance, render a written decision on the grievance.

Step 2: SUPERINTENDENT: If no agreement is reached or the time limit elapses without written decision as outlined in Step One, the aggrieved employee may present the written grievance to the superintendent of schools. This step must be initiated within four (4) days of the receipt of the supervisor's written decision, or within fourteen (14) days of the filing of the grievance in the event the supervisor fails to provide a written decision. The Superintendent shall either refer the grievance to a designated representative or shall personally work with the aggrieved to seek an equitable solution within ten (10) days. A written decision shall be provided to the grievant within the same ten (10) days.

Step 3: SCHOOL BOARD: If no agreement is reached or the time limit elapses without written decision as outlined in Step Two, the aggrieved employee may present the written grievance to the School Board. This step must be initiated within four (4) days of the receipt of the superintendent's written decision, or within twenty-four (24) days of the filing of the grievance in the event the superintendent fails to provide a written decision. The School Board shall work with the aggrieved to seek an equitable solution within thirty (30) days. A written decision shall be provided to the grievant within the same thirty (30) days.

Step 4: ARBITRATION PANEL:

- a) Timely Filing. Within five (5) working days after the written decision in Step Three was due, the aggrieved employee may submit a written request for binding arbitration to the School Board and to an elected officer of the FTEA if no agreement is reached, or the time limit elapses without a decision as outlined in Step Three. Failure to file a timely written request for binding arbitration will be deemed a waiver of Step Four.
- b) Selection of Arbitration Panel. Within five (5) working days after receiving a request for binding arbitration, the School Board and the FTEA will each name one member to the arbitration panel. Within five (5) working days thereafter, these two panel members shall meet and select a mutually agreed upon third panel member who will serve as Chairperson. In the event they cannot agree, the two panel members shall each submit three names of potential arbitrators. The two panel members shall determine by lot which party shall strike the first name. Each party shall, in turn, strike a name from the list until only one name remains. That person shall be the chairperson of the arbitration panel.
- c) Meeting and Binding Decision. Within fifteen (15) working days after his/her appointment, the Chairperson of the panel shall set up a meeting of the arbitration panel. At this meeting,

the panel shall examine the complaint, consider the positions of both parties, interpret the specific contract provision in question, and submit its decision to: the School Board or its' business manager; the aggrieved party; and an elected officer of the FTEA. The arbitration panel's decision shall be binding on all parties concerned.

- d) Payment of Costs. The Board shall pay the cost of its arbitrator on the panel, the FTEA shall pay the expense of its arbitrator, and the cost of the Chairperson shall be shared equally by the School Board and the FTEA.

Section 3: SAVINGS CLAUSE

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.

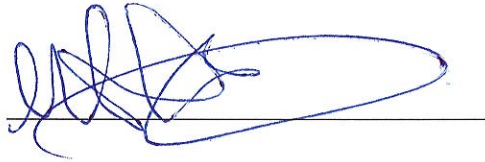
Duration Clause

This agreement shall be effective July 1, 2021 and shall automatically be renewed and will continue in force additional periods of two year unless either party gives notice to the other party not later than 60 days prior to the anniversary date of its desire to reopen certain provisions of this Agreement and/or additions to this Agreement, and to negotiate over terms of these provisions. In the event a successor agreement is not agreed upon before the termination date of this Agreement, all provisions of this Agreement shall remain in full force and effect until an agreement is reached. All salaries, benefits, and working conditions agreed upon in the successor agreement will be retroactive to the termination date of this Agreement.

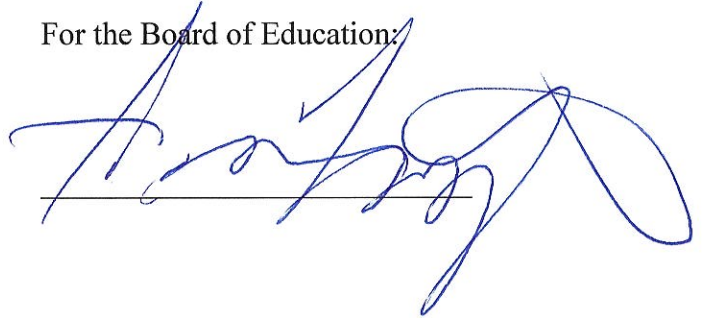
This Agreement is signed this 11th day of May, 2021.

In witness thereof:

For the Education Association:



For the Board of Education:



2021-22 Salary Schedule										
Step	BA	BA + 8	BA + 16	BA + 24	BA + 32	MASTERS	Masters + 8	Masters + 16	Masters + 24	PHD
1	\$ 45,000.00	\$ 45,500.00	\$ 46,000.00	\$ 46,500.00	\$ 47,000.00	\$ 48,000.00	\$ 48,500.00	\$ 49,000.00	\$ 49,500.00	\$ 50,500.00
2	\$ 45,650.00	\$ 46,150.00	\$ 46,650.00	\$ 47,150.00	\$ 47,650.00	\$ 48,650.00	\$ 49,150.00	\$ 49,650.00	\$ 50,150.00	\$ 51,150.00
3	\$ 46,300.00	\$ 46,800.00	\$ 47,300.00	\$ 47,800.00	\$ 48,300.00	\$ 49,300.00	\$ 49,800.00	\$ 50,300.00	\$ 50,800.00	\$ 51,800.00
4	\$ 46,950.00	\$ 47,450.00	\$ 47,950.00	\$ 48,450.00	\$ 48,950.00	\$ 49,950.00	\$ 50,450.00	\$ 50,950.00	\$ 51,450.00	\$ 52,450.00
5	\$ 47,600.00	\$ 48,100.00	\$ 48,600.00	\$ 49,100.00	\$ 49,600.00	\$ 50,600.00	\$ 51,100.00	\$ 51,600.00	\$ 52,100.00	\$ 53,100.00
6	\$ 48,250.00	\$ 48,750.00	\$ 49,250.00	\$ 49,750.00	\$ 50,250.00	\$ 51,250.00	\$ 51,750.00	\$ 52,250.00	\$ 52,750.00	\$ 53,750.00
7	\$ 48,900.00	\$ 49,400.00	\$ 49,900.00	\$ 50,400.00	\$ 50,900.00	\$ 51,900.00	\$ 52,400.00	\$ 52,900.00	\$ 53,400.00	\$ 54,400.00
8	\$ 49,550.00	\$ 50,050.00	\$ 50,550.00	\$ 51,050.00	\$ 51,550.00	\$ 52,550.00	\$ 53,050.00	\$ 53,550.00	\$ 54,050.00	\$ 55,050.00
9	\$ 50,200.00	\$ 50,700.00	\$ 51,200.00	\$ 51,700.00	\$ 52,200.00	\$ 53,200.00	\$ 53,700.00	\$ 54,200.00	\$ 54,700.00	\$ 55,700.00
10	\$ 50,850.00	\$ 51,350.00	\$ 51,850.00	\$ 52,350.00	\$ 52,850.00	\$ 53,850.00	\$ 54,350.00	\$ 54,850.00	\$ 55,350.00	\$ 56,350.00
11		\$ 52,000.00	\$ 52,500.00	\$ 53,000.00	\$ 53,500.00	\$ 54,500.00	\$ 55,000.00	\$ 55,500.00	\$ 56,000.00	\$ 57,000.00
12		\$ 52,650.00	\$ 53,150.00	\$ 53,650.00	\$ 54,150.00	\$ 55,150.00	\$ 55,650.00	\$ 56,150.00	\$ 56,650.00	\$ 57,650.00
13		\$ 53,300.00	\$ 53,800.00	\$ 54,300.00	\$ 54,800.00	\$ 55,800.00	\$ 56,300.00	\$ 56,800.00	\$ 57,300.00	\$ 58,300.00
14		\$ 53,950.00	\$ 54,450.00	\$ 54,950.00	\$ 55,450.00	\$ 56,450.00	\$ 56,950.00	\$ 57,450.00	\$ 57,950.00	\$ 58,950.00
15		\$ 54,600.00	\$ 55,100.00	\$ 55,600.00	\$ 56,100.00	\$ 57,100.00	\$ 57,600.00	\$ 58,100.00	\$ 58,600.00	\$ 59,600.00
16			\$ 55,750.00	\$ 56,250.00	\$ 56,750.00	\$ 57,750.00	\$ 58,250.00	\$ 58,750.00	\$ 59,250.00	\$ 60,250.00
17			\$ 56,400.00	\$ 56,900.00	\$ 57,400.00	\$ 58,400.00	\$ 58,900.00	\$ 59,400.00	\$ 59,900.00	\$ 60,900.00
18			\$ 57,050.00	\$ 57,550.00	\$ 58,050.00	\$ 59,050.00	\$ 59,550.00	\$ 60,050.00	\$ 60,550.00	\$ 61,550.00
19			\$ 57,700.00	\$ 58,200.00	\$ 58,700.00	\$ 59,700.00	\$ 60,200.00	\$ 60,700.00	\$ 61,200.00	\$ 62,200.00
20			\$ 58,350.00	\$ 58,850.00	\$ 59,350.00	\$ 60,350.00	\$ 60,850.00	\$ 61,350.00	\$ 61,850.00	\$ 62,850.00
21				\$ 59,500.00	\$ 60,000.00	\$ 61,000.00	\$ 61,500.00	\$ 62,000.00	\$ 62,500.00	\$ 63,500.00
22				\$ 60,150.00	\$ 60,650.00	\$ 61,650.00	\$ 62,150.00	\$ 62,650.00	\$ 63,150.00	\$ 64,150.00
23				\$ 60,800.00	\$ 61,300.00	\$ 62,300.00	\$ 62,800.00	\$ 63,300.00	\$ 63,800.00	\$ 64,800.00
24				\$ 61,450.00	\$ 61,950.00	\$ 62,950.00	\$ 63,450.00	\$ 63,950.00	\$ 64,450.00	\$ 65,450.00
25				\$ 62,100.00	\$ 62,600.00	\$ 63,600.00	\$ 64,100.00	\$ 64,600.00	\$ 65,100.00	\$ 66,100.00
26					\$ 63,250.00	\$ 64,250.00	\$ 64,750.00	\$ 65,250.00	\$ 65,750.00	\$ 66,750.00
27					\$ 63,900.00	\$ 64,900.00	\$ 65,400.00	\$ 65,900.00	\$ 66,400.00	\$ 67,400.00
28					\$ 64,550.00	\$ 65,550.00	\$ 66,050.00	\$ 66,550.00	\$ 67,050.00	\$ 68,050.00
29					\$ 65,200.00	\$ 66,200.00	\$ 66,700.00	\$ 67,200.00	\$ 67,700.00	\$ 68,700.00
30					\$ 65,850.00	\$ 66,850.00	\$ 67,350.00	\$ 67,850.00	\$ 68,350.00	\$ 69,350.00

2022-23 Salary Schedule										
Step	BA	BA + 8	BA + 16	BA + 24	BA + 32	MASTERS	Masters + 8	Masters + 16	Masters + 24	PHD
1	\$ 47,000.00	\$ 47,500.00	\$ 48,000.00	\$ 48,500.00	\$ 49,000.00	\$ 50,000.00	\$ 50,500.00	\$ 51,000.00	\$ 51,500.00	\$ 52,500.00
2	\$ 47,650.00	\$ 48,150.00	\$ 48,650.00	\$ 49,150.00	\$ 49,650.00	\$ 50,650.00	\$ 51,150.00	\$ 51,650.00	\$ 52,150.00	\$ 53,150.00
3	\$ 48,300.00	\$ 48,800.00	\$ 49,300.00	\$ 49,800.00	\$ 50,300.00	\$ 51,300.00	\$ 51,800.00	\$ 52,300.00	\$ 52,800.00	\$ 53,800.00
4	\$ 48,950.00	\$ 49,450.00	\$ 49,950.00	\$ 50,450.00	\$ 50,950.00	\$ 51,950.00	\$ 52,450.00	\$ 52,950.00	\$ 53,450.00	\$ 54,450.00
5	\$ 49,600.00	\$ 50,100.00	\$ 50,600.00	\$ 51,100.00	\$ 51,600.00	\$ 52,600.00	\$ 53,100.00	\$ 53,600.00	\$ 54,100.00	\$ 55,100.00
6	\$ 50,250.00	\$ 50,750.00	\$ 51,250.00	\$ 51,750.00	\$ 52,250.00	\$ 53,250.00	\$ 53,750.00	\$ 54,250.00	\$ 54,750.00	\$ 55,750.00
7	\$ 50,900.00	\$ 51,400.00	\$ 51,900.00	\$ 52,400.00	\$ 52,900.00	\$ 53,900.00	\$ 54,400.00	\$ 54,900.00	\$ 55,400.00	\$ 56,400.00
8	\$ 51,550.00	\$ 52,050.00	\$ 52,550.00	\$ 53,050.00	\$ 53,550.00	\$ 54,550.00	\$ 55,050.00	\$ 55,550.00	\$ 56,050.00	\$ 57,050.00
9	\$ 52,200.00	\$ 52,700.00	\$ 53,200.00	\$ 53,700.00	\$ 54,200.00	\$ 55,200.00	\$ 55,700.00	\$ 56,200.00	\$ 56,700.00	\$ 57,700.00
10	\$ 52,850.00	\$ 53,350.00	\$ 53,850.00	\$ 54,350.00	\$ 54,850.00	\$ 55,850.00	\$ 56,350.00	\$ 56,850.00	\$ 57,350.00	\$ 58,350.00
11		\$ 54,000.00	\$ 54,500.00	\$ 55,000.00	\$ 55,500.00	\$ 56,500.00	\$ 57,000.00	\$ 57,500.00	\$ 58,000.00	\$ 59,000.00
12		\$ 54,650.00	\$ 55,150.00	\$ 55,650.00	\$ 56,150.00	\$ 57,150.00	\$ 57,650.00	\$ 58,150.00	\$ 58,650.00	\$ 59,650.00
13		\$ 55,300.00	\$ 55,800.00	\$ 56,300.00	\$ 56,800.00	\$ 57,800.00	\$ 58,300.00	\$ 58,800.00	\$ 59,300.00	\$ 60,300.00
14		\$ 55,950.00	\$ 56,450.00	\$ 56,950.00	\$ 57,450.00	\$ 58,450.00	\$ 58,950.00	\$ 59,450.00	\$ 59,950.00	\$ 60,950.00
15		\$ 56,600.00	\$ 57,100.00	\$ 57,600.00	\$ 58,100.00	\$ 59,100.00	\$ 59,600.00	\$ 60,100.00	\$ 60,600.00	\$ 61,600.00
16			\$ 57,750.00	\$ 58,250.00	\$ 58,750.00	\$ 59,750.00	\$ 60,250.00	\$ 60,750.00	\$ 61,250.00	\$ 62,250.00
17			\$ 58,400.00	\$ 58,900.00	\$ 59,400.00	\$ 60,400.00	\$ 60,900.00	\$ 61,400.00	\$ 61,900.00	\$ 62,900.00
18			\$ 59,050.00	\$ 59,550.00	\$ 60,050.00	\$ 61,050.00	\$ 61,550.00	\$ 62,050.00	\$ 62,550.00	\$ 63,550.00
19			\$ 59,700.00	\$ 60,200.00	\$ 60,700.00	\$ 61,700.00	\$ 62,200.00	\$ 62,700.00	\$ 63,200.00	\$ 64,200.00
20			\$ 60,350.00	\$ 60,850.00	\$ 61,350.00	\$ 62,350.00	\$ 62,850.00	\$ 63,350.00	\$ 63,850.00	\$ 64,850.00
21				\$ 61,500.00	\$ 62,000.00	\$ 63,000.00	\$ 63,500.00	\$ 64,000.00	\$ 64,500.00	\$ 65,500.00
22				\$ 62,150.00	\$ 62,650.00	\$ 63,650.00	\$ 64,150.00	\$ 64,650.00	\$ 65,150.00	\$ 66,150.00
23				\$ 62,800.00	\$ 63,300.00	\$ 64,300.00	\$ 64,800.00	\$ 65,300.00	\$ 65,800.00	\$ 66,800.00
24				\$ 63,450.00	\$ 63,950.00	\$ 64,950.00	\$ 65,450.00	\$ 65,950.00	\$ 66,450.00	\$ 67,450.00
25				\$ 64,100.00	\$ 64,600.00	\$ 65,600.00	\$ 66,100.00	\$ 66,600.00	\$ 67,100.00	\$ 68,100.00
26					\$ 65,250.00	\$ 66,250.00	\$ 66,750.00	\$ 67,250.00	\$ 67,750.00	\$ 68,750.00
27					\$ 65,900.00	\$ 66,900.00	\$ 67,400.00	\$ 67,900.00	\$ 68,400.00	\$ 69,400.00
28					\$ 66,550.00	\$ 67,550.00	\$ 68,050.00	\$ 68,550.00	\$ 69,050.00	\$ 70,050.00
29					\$ 67,200.00	\$ 68,200.00	\$ 68,700.00	\$ 69,200.00	\$ 69,700.00	\$ 70,700.00
30					\$ 67,850.00	\$ 68,850.00	\$ 69,350.00	\$ 69,850.00	\$ 70,350.00	\$ 71,350.00