

2021-2023

Fort Yates Education Association

and

Fort Yates District #4 School Board

Negotiated Agreement

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2021-2023 Negotiated Agreement
between the Fort Yates Public School District #4 and Fort Yates Education Association

I. RECOGNITION (Revised 05/17)

The Fort Yates School Board, hereinafter referred to as the Board, recognizes the Fort Yates Education Association, hereinafter referred to as the Association, as the representative organization of all licensed teachers employed by the Board as classroom teachers.

II. CONTRACTS

A. The normal contract period will be for a regular school year of 182 days, which will consist of: 175 days of instruction; 3 holidays; 2 parent-teacher conference days; and 2 staff development days. The salary will be prorated on contracts of longer or shorter than 182 days. In addition, in-service days may be added outside the contract for staff to attend in-service before the first day of the Certified Teacher's yearly contract. For in-service, not included in the regular school year, certified staff will receive \$150 per day, if General Funds are used, or 1/182 of the teacher's curricular salary if Title funds are used, if attendance is not mandatory; or 1/182nd of the teacher's curricular salary, if attendance is mandated by the Board. Certified employees who miss part of an in-service day will be paid at a pro-rated. Certified Teachers will receive at least two weeks notice prior to any mandatory in-service, not included in the regular school year. (Revised 06/16)

B. Contracts will specify subject areas or grade levels the staff member will teach. Staff members will be consulted in the event changes in assignment must be made. Assignment changes must be made two weeks prior to the first day of school. If a change becomes necessary after that two-week timeline, a \$300 incentive will be paid to the staff member making the change. A \$100 incentive will be paid to the staff member for each additional change in the contract. Once all forms are completed and signed by supervisors the staff member will be paid the incentive the next pay period. (Revised 06/16)

C. Liquidated Damages: Once a contract is signed, it is assumed that Certified Teachers will not request a release during the term of the contract. Any request by a Certified Teacher for a release from their contract must be sent by certified mail to the Superintendent. The date sent will be the official date of resignation unless the resignation specifies a later requested date. (Revised 06/16) It is mutually acknowledged that a termination of this contract by Certified Teachers, prior to the completion of the contract term, results in damages to the School District, which is impractical or extremely difficult to actually ascertain. In an effort to fix a compensation, which bears a reasonable relationship to probable damages and anticipated damages, the following sum shall be paid by the Certified Teacher requesting a release from a contract if the School Board approves such request.

- | | |
|---|--------|
| 1. Release requested on or before June 1: | \$1000 |
| 2. Release requested after June 1 but, on or before July 1: | \$1500 |
| 3. Release requested after July 1 but, on or before August 15: | \$2000 |
| 4. Release requested after August 15: | \$3500 |
| 5. The School Board may, in its sole discretion and by reason of extenuating circumstances, waive part or all of such liquidated damages. | |

A staff member requesting a release from their contract after August 15th will be required to give a two week notice to their supervisor. Failure to do so will result in an additional \$500 in liquidated damages. (Revised 05/17)

D. Experience Outside of School District #4

1. Outside Teaching Experience: Credit for experience outside the Fort Yates School District shall be granted, but shall not exceed 10 years of experience on the salary schedule. (Revised 07/09)
2. One semester experience within the district shall be given one (1) increment credit for the second term's contract. One semester experience outside the district shall not be considered for increment credit.

III. TOUR OF DUTY

A. School Day: Certified Teachers will report to work for a duration of eight (8) hours (the starting and ending time of school to be determined at each building). The start time will not be earlier than 7:45A.M. (Revised 05/04) With prior administrative approval, Certified Teachers may leave immediately following dismissal for an appointment. This may be done six times per school year without using leave. No function will be scheduled for the last school day before a school holiday. A principal or the Superintendent can hold a meeting on this day. This is an administrative responsibility. Administration will be advised to plan ahead and have staff input in scheduling meetings. The FYEA will be permitted to meet once per month commencing at 3:30 p.m. in a building of the school district, and may request additional meeting(s) during negotiations, subject to prior administrative approval. (Revised 07/07)

B. School cancellation: No Certified Teacher will be required to take leave or report for duty on days when school is canceled due to inclement weather or because of the existence of a substantial risk of safety (terrorism, etc.), as determine by the Superintendent or the Superintendent's designee. (Revised 06/16)

IV. DEFERMENT OF INCOME TAX LIABILITY

The Board will pay 7.75% of the teacher's required 11.75%, as well as the statutorily required 12.75%. Teachers will pay 4% of their required 11.75% to TFFR. Said payment by each teacher will be sheltered from income tax liability to the extent permitted by law. (Revised 05/19)

V. PROFESSIONAL EVALUATION

Each Certified Teacher will receive a copy of his/her evaluation and have an opportunity to acknowledge in writing any evaluation report placed in his/her personnel file. FYEA will be given the opportunity to provide input regarding the choice of the teacher evaluation tool.

VI. SALARY SCHEDULE (see Appendix 1, attached) (Revised 05/20)

The base pay for the school term 2021-2023 will be \$39,600. Returning teachers will receive applicable step increase as provided in Appendix 1 for the 2021-2023 school

years, in addition to any earned salary adjustment resulting from an education lane advancement under Article VIII.

Any Certified Teacher attaining G35 status on the salary schedule will receive an increase in the amount not greater than the increase most currently negotiated for the base pay (added 05/2020).

VII. EVALUATION OF STUDENTS

- A. Certified Teachers shall maintain the right and responsibility to determine the initial grade and other evaluations of students within the grading policies of the district based upon his/her professional judgment of available criteria pertinent to any given subject area to which he/she is responsible.
- B. No grade or evaluation shall be changed without the approval of the Certified Teacher, subject, however, to the ultimate authority of the School Board to review a grade or evaluation after reasonable notice to the teacher.

VIII. ADVANCE IN EDUCATION

- A. If Certified Teachers intend to enroll in additional course work, the prior written approval of the Superintendent or designee shall be required if these courses are to be included for horizontal (i.e., educational) advancement on the salary schedule. The courses are to be related to the teaching assignment(s) or the major or minor field by the teacher or are part of an approved graduate program of study. If approval is denied by Administration, the teacher may appeal the decision to the School Board.
- B. A Certified Teacher who advances in education lanes shall receive a lateral promotion instead of retreating to the first increment in the higher step lane.
- C. All Certified Teacher contracts shall be offered according to the negotiated salary schedule. Credits that result in a change of lane must be earned prior to the beginning of the contract year. All earned credits must be in semester hours or converted into semester hours.
- D. Certified Teachers who have earned a salary adjustment due to additional semester graduate hours will be granted such adjustment provided the request is received prior to September 30 and is accompanied by one of the following items certifying successful completion of previously-approved college course work:
 - 1. Official transcripts.
 - 2. Official grade slips.
 - 3. Letter from the institution acknowledging successful course completion with official grades pending. (Revised 05/06)

IX. LEAVES (Revised 06/13)

- A. Paid Time Off (PTO)
 - 1. All full-time Certified Teachers will be allowed 13 days of paid time off per school year, which may be used for sick leave, personal leave or bereavement leave, subject to the conditions stated in this Article entitled LEAVES.

2. Two days prior notice to the teacher's principal or superintendent is required prior to taking paid time off, except for emergencies or sudden illness.
3. Unless waived by the Superintendent and/or designee, the day before and the day after a holiday may not be used for paid time off, except for emergencies, sudden illness, or bereavement. (Revised 06/16)
4. Unless waived by the Superintendent and/or designee, the first 5 days of the school term and the last 5 days of the school term may not be used for paid time off, except for emergencies, sudden illness, or bereavement. (Added 06/16)
5. If a teacher must take more than 3 consecutive days of PTO he/she must have prior administrative approval.

B. Personal Sick Leave Bank:

1. All 13 days of paid time off (PTO) must be used before a teacher may use any of his or her personal sick leave days. Unused PTO days shall be accumulated in each teacher's personal sick leave bank until a maximum of 55 days is reached. These accumulated days shall only be used for sick leave, as that term is defined in Paragraph 2, below. Teachers who have accumulated unused days of sick leave in excess of 55 days, as of the end of a school year, shall be paid in June of each school year at the rate of \$150 per unused day, up to a maximum of 16 days. (Revised 06/11)
2. Sick leave will be granted for personal illness or illness of the employee's immediate family. (Revised 05/04)
3. Pregnancy shall be treated the same as any other disability for purposes of sick leave. (Revised 07/09)
4. Certified Teachers may use their accumulated sick leave after having a baby or adopting a child pursuant to this paragraph. Mothers carrying a child may use all accumulated sick leave they have available for recovery and maternity leave. Parents that do not carry the child, including adoptive parents, may use a maximum of five (5) days from their accumulated sick leave as parental leave. (Revised 06/16)
5. Medical appointments may be counted as sick leave. Certified Teachers shall make every effort to get appointments that will not interfere with a school day; otherwise, if possible, for only one-half day.
6. Anyone who exceeds his/her allotted leave limit must take leave without pay for additional days taken.
7. Employees arriving late or needing to leave early due to an appointment will be assessed at 15 minute intervals. On Fridays and days preceding vacations or when school is dismissed early, time will be assessed up to the departure of the buses. (Revised 07/03)
8. Each certified teacher will receive written notice of leave taken for the current contract year and accumulated sick leave balance in May of the school year.

C. Educational/Professional Leave:

1. The Superintendent may approve employees to take educational leave with pay for higher education. Educational leave must be in an approved program leading to an endorsement in a subject area which is beneficial to the School and to job performance. Educational leave shall not exceed more than five (5) hours per week. Educational leave must be scheduled with the Principal and the Superintendent. (Revised 06/11)

2. Professional leave will be granted for School related activities, including, but not limited to, workshops, class trips, etc., upon recommendation of the Administration and/or with the concurrence of the School Board.
3. Per diem payments will be given to the employee one (1) day prior to their departure. If it happens to be a pay week, the regular pay check (with the exception of those who have chosen direct deposit) will be given to them along with the per diem.

D. Administrative Leave: (Revised 05/05)

Administrative Leave may be granted to employees by the Superintendents. Such leave shall be granted on a non-discriminatory, uniform basis to all employees. The Superintendent may grant administrative leave with pay for the following and/or other circumstances as he/she deems appropriate:

-Employees who are unable to travel to their work site due to inclement weather or unsafe roadway conditions.

-Disasters such as fire or flood that seriously damages or destroys the employee's residence.

-A physical examination required for determining continued employment or for entry into the armed forces or required by the local draft board.

-Donating blood to the American Red Cross. This leave may not exceed four (4) hours.

-Participation in public activities in which the School participates or is interested, provided the employee can be spared without detriment to the work, and provided further that it would not require employment of a relief worker or payment of overtime.

-Participation in emergency rescue or protective work.

- Leave for participation in the military will be dictated by N.D.C.C. § 37-01-25.
(Revised 06/16)

-Voting in a Federal, State, or Tribal election. This leave will not exceed two (2) hours per day.

E. Bereavement Leave: (Added 07/03) Bereavement Leave qualifies for paid time off.

F. Leave of Absence:

1. An extended leave of absence without pay may be granted to a Certified Teacher with the assurance of a position with the School District following his/her return under the following conditions:
 - a) An application for extended maternity leave should be submitted to the Superintendent as early as possible so plans can be made for replacement of the Certified Teacher. (Revised 05/06)

- b) In the case of educational or other planned leave, notification of intent should be given by April 15 of the school year preceding the requested leave of absence. (Revised 05/06)
- c) Experience will not accrue during the time of such leave, but said Certified Teacher will retain all previous years of experience credited under the provisions of the agreement.
- d) All Certified Teachers on leave of absence will be subject to the districts R. I. F. policy under the same conditions as any other Certified Teacher in the system.
- e) Certified Teachers with less than three (3) years of teaching experience with the school district will not be granted a leave of absence, with the exception of extended maternity leave.
- f) No leave of absence will be granted to a Certified Teacher to pursue another profession outside the field of education.
- g) All Certified Teachers on leave of absence will pay his/her own insurance premium(s).
- h) If a leave of absence is granted, the Certified Teacher must give written notification to the Superintendent of his/her intent to return to employment by March 1 of the next calendar year or he/she is considered to have tendered his/her resignation.

X. INSURANCE

A. HEALTH INSURANCE. At the election of all full-time Certified Teachers, premiums will be paid on the health coverage offered by the school district, as described on the following page. No staff shall receive monetary reimbursements in place of insurance benefits.

1. In the school years 2021-2023, the Fort Yates School District will pay up to the maximum of the full cost of a single health, single dental, and single vision plan per month for any combination of medical, dental, and/or vision coverage elected by each full time Certified Teacher. All elected coverage costs beyond the amount of a single health, single dental, and single vision plan per month will be paid through the employee's elected flex plan. (Revised 05/19)
2. The medical plan is described as the CompChoice Plan 250 offered by Blue Cross-Blue Shield of North Dakota.
3. The School District will cap the Single Plus One at \$100/pay period and \$2400 per year and the Family at \$250/pay period and \$6000 per year. The School District will be responsible for paying the amount over the cap. (Revised 05/19)

B. PART-TIME EMPLOYEES (50% OR MORE). The School District will provide benefits as listed in this Agreement to part-time licensed employees. Such employees shall be employed fifty percent (50%) or more to qualify for District-paid benefits. The amount of District participation in the premium cost will be pro-rated to the percentage of contract time or other stated limitations.

C. FLEX PLAN. A qualified flex plan will be offered, with licensed teacher participants to pay all monthly contributions to the plan. (Revised 05/19)

D. SHORT TERM DISABILITY INSURANCE. The School District will pay the premium for a short term disability policy for each full-time Certified Teacher, said policy to be equivalent to that provided by the Grant School to its full-time Certified Teachers. (Revised 07/07)

E. LIFE INSURANCE. The School District will pay the premium for a \$50,000 Term Life Insurance policy for each full-time Certified Teacher. (Revised 07/07)

XI. PUPIL ASSAULT

A. Any case of assault upon a staff member shall be promptly reported to the Administration. The Administration will render all reasonable assistance to the Certified Teacher in the handling of the incident by law enforcement and judicial authorities. Any loss of time of up to fifteen (15) days due to assault by a pupil shall not be charged to any staff member's sick leave.

A.1. Teachers will be given the option of taking Administrative Leave for the remainder of the day on which an assault occurs (added 05/20).

B. Steps of Discipline:

The School Board Policy on Discipline may be found in the School Board Policy Handbook and in the Student Handbook.

XII. MISCELLANEOUS ITEMS

A. Meals: (Revised 05/04)

1. Any K-12 Certified Teacher or substitute who is designated by his/her supervisor to remain on duty during lunch/breakfast period will have his/her meal paid by the School District.

B. Pay day:

1. Staff will be paid every two weeks. Should a pay period fall during the first week of work, Certified Teachers will receive paychecks during the third (3rd) week of work. If payday falls on a non-school day, paychecks will be issued on the last school day prior to the regular payday.

2. Certified Teachers will be paid on 26 paychecks a year. (Revised 06/16)

3. All Certified Teachers will be allowed the option of receiving their salary distributed through direct deposit or a paycheck.

C. Classroom Budgets: (Revised 05/04)

1. \$100 per Certified Teacher will be budgeted, for the school term, for grades K-12 to be used at the staff's discretion for incidental classroom materials. A claim form with the copy of the receipt (s) of expenditures will be turned in to the Superintendent. Reimbursements will be made to the Certified Teacher for out-of-pocket expenses up to \$100.

D. Substituting:

1. Any Certified Teacher substituting for another Teacher will be compensated. Certified teachers will receive a maximum of one-seventh of daily base pay for loss of a Prep, or doubling up classes. The administrators will be responsible to find substitutes for teachers that are absent. Teachers may be given the option of finding their own substitute if they wish. (Revised 05/2020)

E. Payment for Unused Sick Leave:

1. When a Certified Teacher leaves, after at least three (3) years of employment in the system, he/she will be paid \$25.00 for each day of unused sick leave. (55 days maximum) (Revised 07/09)

2. Payment for unused sick leave shall be made in the same fiscal year in which the employee severed employment with the district.

3. Any payment received is to be subject to normal deductions in effect at the time of termination.
 4. A Certified Teacher that is terminated, with the exception of RIF and non-renewal, will not be eligible for this benefit. (added 05/04)
- F. National Board Certification: (Revised 07/09)
1. Teachers who achieve National Board Certification will be paid a one-time stipend of \$1,000, payable upon completion of one full school year of teaching in the Fort Yates Public School District No. 4 after receiving National Board Certification.
- G. Extra Duty contracts will be offered internally before being advertised outside of the school system.

XIII. PERSONNEL FILES (Revised 06/16)

- A. Right to Review: Certified Teachers shall have the right to review the contents of his/her personnel file in the District, which should include such documents as were incorporated during his/her years of employment, and to have a representative of the FYEA accompany him/her in such review. The employee shall have the right to receive copies of materials in his/her personnel file. No materials will be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material and such shall be attached to the file copy of the material.
- B. Signing materials: If Certified Teachers are asked to sign materials placed in his/her file, the Teacher shall do so; however, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- C. Complaints: Any written complaint made against a Certified Teacher or person for whom the Certified Teacher is responsible, by any parent, student, or other person will promptly be called to the attention of the employee. Any written complaint not called to the attention of the employee may not be used as a basis for any reprimand, discipline, or discharge. Notification will be in writing.
- D. Open Records Law: In accordance with the Open Records Law, any person may review the personnel record of all Fort Yates District Employees. (Revised 07/09)
1. A copy of any documents in the file may be made at reasonable expense to the person requesting them. No material may be taken from the file.
 2. The teacher will be notified within 10 school days after the teacher's personnel file has been reviewed by non-school employees.
 3. Records of medical treatment or use of employee assistance programs are not a part of the personnel record and shall not be released without written consent of the employee.

XIV. REDUCTION IN FORCE (Revised 06/16)

- A. The Board shall have the sole right to determine the necessity for and scope of a reduction in force for reasons including, but not limited to, lack of funds, uncertainty of funds, declining enrollment, or other reasons of necessity.

- B. Teaching staff on leave for any purpose remain subject to the district's reduction-in-force policy.
- C. Criteria: The Superintendent shall recommend teacher(s) for reduction in force in accordance with the following criteria:
 1. Attrition, including retirements and resignations.
 2. When attrition is not sufficient to alleviate the necessity for reduction in force, the Board shall retain teachers with the greatest adaptability to meet present and future district staffing and educational needs, both curricular and extracurricular.
 3. When teachers within the same area of licensure are deemed to be of equal adaptability, the Board shall retain the teacher with superior academic and professional preparation beyond minimum licensure requirements in his/her teaching field.
 4. When teachers are deemed to be of equal adaptability and have equal academic and professional preparation within their teaching fields, the Board shall retain the teacher who has taught in the District for the greater period of time.

The Superintendent shall use the Reduction-in-Force Rubric (see Appendix 2, attached) to guide him/her regarding the criteria.

If a reduction in force is necessary, only teachers directly impacted (e.g., those employed under a Title program) will be considered for reduction in force based on the criteria for RIF above.
- D. Notices & Hearing: If a decision is made to reduce the teaching staff, any teacher affected thereby shall be given such notice and hearing as may be required by law.
- E. Recall Rights: Any teacher who is nonrenewed under the provisions of this policy may request and shall be given consideration for teaching vacancies for which said teacher is qualified and which occur within 12 months after receipt of written notice of the nonrenewal decision. It shall be the sole responsibility of said teacher to provide the District with a current address. Any teacher who is offered re-employment hereunder and fails to accept the same within fifteen (15) days after it is offered shall be deemed to have rejected said offer and shall forfeit all future recall rights if an offer of equal employment is rejected.

XV. GRIEVANCE PROCEDURE

- A. Purpose: To enable Certified Teachers to express a disagreement about the interpretation of this Agreement with the assurance that the allegation will receive prompt attention by the persons who can remedy, if necessary, the alleged disagreement.
- B. Definition of a Grievance: A "grievance" is a complaint by a Certified Teacher based upon an alleged violation, misinterpretation or inequitable application of a specific article, section, paragraph, or sentence of this Agreement as it applies to the teaching staff of Fort Yates Public School District #4. The absence of or disagreement with existing policy, rules or regulations is not a grievance. (Revised 06/11)
- C. Time: Any Certified Teacher who wishes to take advantage of the grievance procedures shall do so during unassigned time or after school hours.
- D. Disposition: School Board members, Administrators, or other Certified Teacher shall not discriminate against one another because of the exercise of their rights under this grievance procedure.

E. Procedure: Any party to the grievance may retain and have present counsel at any or all steps. Written notice of having counsel present must be given at least 5 days in advance of any meeting. (Revised 06/16) Grievances shall be processed in accordance with the following procedure:

The grievant will give the grievance to either the Principal's Secretary or the Administrative Secretary. The respective secretary will hand the grievance to the appropriate administrator and both the secretary and the administrator will upon the administrator receiving the grievance, date and sign the grievance.

F. Grievance Steps:

Step 1. In the event that a teacher claims to have a grievance, he/she shall orally submit the grievance to his/her principal within five (5) working days from the time the teacher knew or should have known of the occurrence giving rise to the grievance and orally indicate that said subject is in fact a grievance. The principal shall respond to the grievant orally within five (5) working days after the presentation of the grievance. (Revised 06/16)

Step 2. If the grievance is not settled at the first step, the teacher, within five (5) working days, shall submit his/her grievance in writing to the principal, who will have five (5) working days to respond, in writing to the grievant. If the Principal's response is not satisfactory to the grievant, or the principal fails to provide a timely response, the grievant shall have five (5) working days to exercise step three (3). (Revised 07/07)

Step 3. The grievant shall submit, in writing, his/her grievance, along with the response of the Principal, to the Superintendent, who will have five (5) working days to respond, in writing, to the grievant. If the Superintendent's response is not satisfactory, or the Superintendent fails to provide a timely response, the grievant shall have five (5) working days to exercise step four (4). (Revised 07/07)

Step 4. The Grievance along with the written responses of the Principal and the Superintendent will be submitted to the Business Manager. The Business Manager shall have five (5) working days to give the grievance to the President of the School Board. The Board President will add the grievance to the next regular board meeting agenda. (Revised 05/04)

Step 5. The Board shall review the grievance at the next regular board meeting. After reviewing the grievance, the Board shall have (5) working days in which to render its decision. The grievant will be notified in writing of the School Board's decision. The decision of the Board is final and binding on both parties. (Revised 06/11)

G. Time Line: (added 05/04)

1. If the School Board or Administrators fail to provide a timely response, the grievant shall have five (5) working days to exercise the next step. (Revised 07/07)

2. If the grievant fails to meet the time line the grievance process will stop.

3. When a grievance has been terminated it will be so noted on the written grievance. (Revised 07/07)

4. A copy of the grievance will be placed in a grievance file in the Superintendent's office.

(Revised 06/16)

XVI. DURATION CLAUSE

A. This Agreement shall be effective as of July 1, 2020 and shall remain in effect until June 30, 2021. (Revised 05/20) It shall automatically be renewed and will continue in force for an additional period of one (1) year, unless either party gives notice, no later than 120 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 anniversary date of this Agreement, all provisions of this agreement shall remain in full force. All salaries, benefits, and working conditions agreed upon in this Agreement and the succeeding agreements will be retroactive to the anniversary date of that year. All items not negotiated will continue in force from the former Agreement.

B. This Agreement, reached as a result of collective bargaining, represents the full and complete agreement between the parties and supersedes all previous Agreements between the parties. It is further understood that negotiations will be reopened should serious funding shortages develop for the school district.

C. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, unless mutually agreed upon by both parties or if serious funding shortages develop for the school district, during the term of this Agreement. (Revised 06/16)

This Agreement is signed this 20th day of May, 2021.



FYPS School Board President



FYEA Representative

