

MASTER AGREEMENT
BETWEEN

HILLSBORO BOARD OF EDUCATION
AND
HILLSBORO EDUCATION ASSOCIATION

*Hillsboro School District #9
Hillsboro, ND 58045*

*FOR the school years
2021-22 & 2022-23*

NEGOTIATED AGREEMENT

This agreement shall be in effect from July 1, 2021 and remain in effect until June 30, 2023. It may be amended by mutual agreement of the same parties who entered into it originally. It shall be renewed automatically for a period of one year from the anniversary date each year unless one of the parties shall have notified the other at least sixty days before the anniversary date that it will not accept renewal, in which case it will be re-negotiated.

The Board and the Association agree that the terms and conditions set forth in this contract 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 written consent of the parties in amendment, written and attached and made part of this contract.

In witness whereof, signatures of the duly authorized representatives of the Association and the Board indicate that this Agreement has been ratified by the Hillsboro Education Association and the Hillsboro School District School Board.

Dated this 25th day of May, 2021

SCHOOL BOARD


EDUCATION ASSOCIATION



President



President



Business Manager



Negotiator

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1. **Salary Schedule:** The salary schedule for 2021-22 is as follows:

		2021-22										
Base		\$ 45,000			BS Lanes	\$ 600						
Steps		\$ 625			MS Lanes	\$ 1,100						
Longevity Inc.		\$ 500	(34 PLUS 1 year)									
Step	BS	BS+8	BS+16	BS+24	BS+32	BS+40	MS	MS+8	MS+16	MS+24	MS+32	
0	45,000	45,600	46,200	46,800	47,400	48,000	49,100	50,200	51,300	52,400	53,500	
1	45,625	46,225	46,825	47,425	48,025	48,625	49,725	50,825	51,925	53,025	54,125	
2	46,250	46,850	47,450	48,050	48,650	49,250	50,350	51,450	52,550	53,650	54,750	
3	46,875	47,475	48,075	48,675	49,275	49,875	50,975	52,075	53,175	54,275	55,375	
4	47,500	48,100	48,700	49,300	49,900	50,500	51,600	52,700	53,800	54,900	56,000	
5	48,125	48,725	49,325	49,925	50,525	51,125	52,225	53,325	54,425	55,525	56,625	
6	48,750	49,350	49,950	50,550	51,150	51,750	52,850	53,950	55,050	56,150	57,250	
7	49,375	49,975	50,575	51,175	51,775	52,375	53,475	54,575	55,675	56,775	57,875	
8	50,000	50,600	51,200	51,800	52,400	53,000	54,100	55,200	56,300	57,400	58,500	
9	50,625	51,225	51,825	52,425	53,025	53,625	54,725	55,825	56,925	58,025	59,125	
10	51,250	51,850	52,450	53,050	53,650	54,250	55,350	56,450	57,550	58,650	59,750	
11	51,875	52,475	53,075	53,675	54,275	54,875	55,975	57,075	58,175	59,275	60,375	
12	52,500		53,700	54,300	54,900	55,500	56,600	57,700	58,800	59,900	61,000	
13	53,125			54,925	55,525	56,125	57,225	58,325	59,425	60,525	61,625	
14	53,750				56,150	56,750	57,850	58,950	60,050	61,150	62,250	
15	54,375					57,375	58,475	59,575	60,675	61,775	62,875	
16	55,000					58,000	59,100	60,200	61,300	62,400	63,500	
17	55,625					58,625	59,725	60,825	61,925	63,025	64,125	
18	56,250					59,250	60,350	61,450	62,550	63,650	64,750	
19	56,875					59,875	60,975	62,075	63,175	64,275	65,375	
20	57,500					60,500	61,600	62,700	63,800	64,900	66,000	
21	58,125					61,125	62,225	63,325	64,425	65,525	66,625	
22	58,750					61,750	62,850	63,950	65,050	66,150	67,250	
23	59,375					62,375	63,475	64,575	65,675	66,775	67,875	
24	60,000					63,000	64,100	65,200	66,300	67,400	68,500	
25	60,625					63,625	64,725	65,825	66,925	68,025	69,125	
26	61,250					64,250	65,350	66,450	67,550	68,650	69,750	
27	61,875					64,875	65,975	67,075	68,175	69,275	70,375	
28	62,500					65,500	66,600	67,700	68,800	69,900	71,000	
29	63,125					66,125	67,225	68,325	69,425	70,525	71,625	
30	63,750					66,750	67,850	68,950	70,050	71,150	72,250	
31	64,375					67,375	68,475	69,575	70,675	71,775	72,875	
32	65,000					68,000	69,100	70,200	71,300	72,400	73,500	
33	65,625					68,625	69,725	70,825	71,925	73,025	74,125	
34	66,250	Extra-curricular salary schedule					69,250	70,350	71,450	72,550	73,650	74,750
Longevity Inc.						69,750	70,850	71,950	73,050	74,150	75,250	

2. **Salary Schedule:** The salary schedule for 2022-23 is as follows:

		2022-23										
Base	\$	45,500	BS Lanes		\$	600						
Steps	\$	625	MS Lanes		\$	1,100						
Longevity Inc.	\$	500	(34 PLUS 2 years)									
Step	BS	BS+8	BS+16	BS+24	BS+32	BS+40	MS	MS+8	MS+16	MS+24	MS+32	
0	45,500	46,100	46,700	47,300	47,900	48,500	49,600	50,700	51,800	52,900	54,000	
1	46,125	46,725	47,325	47,925	48,525	49,125	50,225	51,325	52,425	53,525	54,625	
2	46,750	47,350	47,950	48,550	49,150	49,750	50,850	51,950	53,050	54,150	55,250	
3	47,375	47,975	48,575	49,175	49,775	50,375	51,475	52,575	53,675	54,775	55,875	
4	48,000	48,600	49,200	49,800	50,400	51,000	52,100	53,200	54,300	55,400	56,500	
5	48,625	49,225	49,825	50,425	51,025	51,625	52,725	53,825	54,925	56,025	57,125	
6	49,250	49,850	50,450	51,050	51,650	52,250	53,350	54,450	55,550	56,650	57,750	
7	49,875	50,475	51,075	51,675	52,275	52,875	53,975	55,075	56,175	57,275	58,375	
8	50,500	51,100	51,700	52,300	52,900	53,500	54,600	55,700	56,800	57,900	59,000	
9	51,125	51,725	52,325	52,925	53,525	54,125	55,225	56,325	57,425	58,525	59,625	
10	51,750	52,350	52,950	53,550	54,150	54,750	55,850	56,950	58,050	59,150	60,250	
11	52,375	52,975	53,575	54,175	54,775	55,375	56,475	57,575	58,675	59,775	60,875	
12	53,000		54,200	54,800	55,400	56,000	57,100	58,200	59,300	60,400	61,500	
13	53,625			55,425	56,025	56,625	57,725	58,825	59,925	61,025	62,125	
14	54,250				56,650	57,250	58,350	59,450	60,550	61,650	62,750	
15	54,875					57,875	58,975	60,075	61,175	62,275	63,375	
16	55,500					58,500	59,600	60,700	61,800	62,900	64,000	
17	56,125					59,125	60,225	61,325	62,425	63,525	64,625	
18	56,750					59,750	60,850	61,950	63,050	64,150	65,250	
19	57,375					60,375	61,475	62,575	63,675	64,775	65,875	
20	58,000					61,000	62,100	63,200	64,300	65,400	66,500	
21	58,625					61,625	62,725	63,825	64,925	66,025	67,125	
22	59,250					62,250	63,350	64,450	65,550	66,650	67,750	
23	59,875					62,875	63,975	65,075	66,175	67,275	68,375	
24	60,500					63,500	64,600	65,700	66,800	67,900	69,000	
25	61,125					64,125	65,225	66,325	67,425	68,525	69,625	
26	61,750					64,750	65,850	66,950	68,050	69,150	70,250	
27	62,375					65,375	66,475	67,575	68,675	69,775	70,875	
28	63,000					66,000	67,100	68,200	69,300	70,400	71,500	
29	63,625					66,625	67,725	68,825	69,925	71,025	72,125	
30	64,250					67,250	68,350	69,450	70,550	71,650	72,750	
31	64,875					67,875	68,975	70,075	71,175	72,275	73,375	
32	65,500					68,500	69,600	70,700	71,800	72,900	74,000	
33	66,125					69,125	70,225	71,325	72,425	73,525	74,625	
34	66,750	Extra-curricular salary schedule					69,750	70,850	71,950	73,050	74,150	75,250
Longevity Inc.							70,250	71,350	72,450	73,550	74,650	75,750
Longevity Inc.							70,750	71,850	72,950	74,050	75,150	76,250

3. **Length of Employment:** During the 2021-22 and 2022-23 school years the term of employment shall be 185 days. The term of employment for all new teachers to the District shall be 185 ½ days with the extra ½ day used for HR/Administration at the beginning of the first contracted year.

<u>2019-20</u>		<u>2020-21</u>
175	Student Contact Days	175
2	Parent Teacher Conference Days	2
3	State Holidays	3
3	Local Professional Development Days	3
<u>2</u>	Prof. Develop. Days in lieu of NDEA Days	<u>2</u>
185	Total Contract Days	185

- A. **Unallocated Professional Development Time:** Each year at least one (1) professional development day (full day or two ½ days) shall be unallocated time to allow teachers to work in their classroom.
- B. **Length of School Day:** The length of the school day shall be defined as 8:10 am to 4:00 pm.
4. **Health Insurance:** A Cafeteria Plan (Section 125 of IRS Code) provides participants an opportunity to receive benefits on a pretax basis. Participants are permitted to choose among at least one taxable benefit and at least one qualified benefit. The District’s contribution to the Section 125 cafeteria plan shall be a full single/100% and HSA contribution equaling \$7000.00 for 2021-22 and 202-23 for each full-time teacher
- A. If a teacher provides evidence of other qualified coverage, the teacher can elect out of the District’s health insurance program. If the teacher elects out of the health insurance program, a full-time teacher shall receive \$7000.00 for 2021-22 and 2022-23 to be used toward the District’s Section 125 options. Part-time teachers’ benefits shall be prorated.
5. **Dental and Vision Insurance:** A full single premium for dental, orthodontist and vision coverage for all teachers employed in the school district will be provided by the district.
6. **Long Term Disability Insurance:** The School District will offer a long term disability insurance policy; however, the district will make no contribution toward the long term disability insurance.
7. **TFFR:** The School District will contribute to the Teachers Fund for Retirement as required by state law (School District 12.75% and Teacher 11.75%). Starting in 2014-15, the school district shall pay 2% of the teachers’ portion of the Teachers Fund for Retirement required by state law (School District 14.75% and Teacher 9.75%). Starting in 2019-20, the school district shall pay 3.5% of the teachers’ portion of the Teachers Fund for Retirement required by state law (School District 16.25% and Teacher 8.25%). Starting in 2020-21, the school district shall pay 4% of the teachers’ portion of the Teachers Fund for Retirement required by state law (School District 16.75% and Teacher 7.75%).
8. **Lunch:** On student contact days, when hot lunch is being served, teachers will be entitled to receive a free lunch.
9. **Travel Reimbursement:** Reimbursement for mileage, food and lodging when traveling on school business, will be at the state rate. Meals will only be reimbursed on overnight travel.

10. Salary Checks: Salary checks shall be issued monthly. Salary checks will be issued bi-monthly during the month of September for first year teachers only with the condition that all requirements as to certification, retirement reports, etc... must be complied with prior to receipt of the first check. Requests for the bi-monthly check shall be submitted to the business manager at the beginning of the second week of school. Salary checks for June, July and August shall be issued in June after the teacher has officially finished contracted duties.

11. Direct Deposit: Direct deposit will be required for all teacher paychecks.

12. Hillsboro Extracurricular Salary Schedule: The extracurricular salary schedule is established as a percentage of the base salary, using the salary schedule index. The school district shall allow a maximum of six (6) years full credit for outside extracurricular experience for teachers entering the Hillsboro school system. The credit should be retroactive for those already in the school system. All extracurricular salaries shall be based on the BS lane of the salary schedule, which is extended with regular experience steps.

A. **Separate Contract:** All extracurricular assignments as mutually agreed upon and listed on the index system shall be written into a separate contract at contract time and will not be changed unless there is mutual agreement among the Board, Superintendent and the teacher.

B. **Co-Head Coaches or Advisors:** If an agreement is reached between the Board and two individuals to serve as co-head coaches or advisors for any sport or activity, they shall split the head and the assistant coaching/advising salaries.

Elementary Boys Basketball	5%	FCCLA	7%
Elementary Girls Basketball	5%	FBLA	7%
Elementary Wrestling	5%	Concessions Advisor	7%
Band	10%	Prom	4%
Vocal Music	5%	Banquet	2%
Yearbook	10%	Science Olympiad	3%
Drama	9%	National Honor Society	2%
Speech	9%	Student Council	2%
Assistant Speech	6%	Homecoming	2%
FFA	7%	Drivers Training	.333%
Esports	6%		

13. Teacher Prep:

A. **Substitute Pay:** When a teacher is using his or her prep time to substitute, he/she shall be paid additional compensation as pro-rated based on the current substitute teacher daily pay for the Hillsboro School District. The teacher has the right to refuse to substitute without penalty.

B. **Teacher Contracted Prep Compensation:** A teacher shall be paid 1/8 of their salary for teaching a semester or full-year class during their prep period if mutually agreed upon between the teacher and the administration. (based on an 8-hour contracted day)

14. Individual Education Plan (IEP) Meeting Compensation: \$10.00 per hour will be paid biannually with a maximum of 12 hours per faculty member per year for IEP meetings, when an administrator or his/her designee should be present, for that portion of the meeting before or after contracted work hours. Contracted work hours are defined as 8:10 am to 4:00 pm.

15. Vocational Salaries: Vocational teachers' salaries shall be prorated, on a contractual basis, for 185 days.

16. **Ticket Takers:** A flat rate of \$15 per night will be paid to those teachers who take and sell tickets on nights of athletic events.

17. **Saturday Detention:** Teachers who volunteer to supervise Saturday detention will be paid \$12.50 per hour.

18. **Teaching Experience Levels:**

A. **Definitions which control this item:**

1. Full-time teacher – a teacher who has a full daily work schedule for the entire and complete calendar school year.
2. Half-time teacher – a teacher who has a full daily schedule for at least one semester of a calendar school year or at least 90 days or half days for an entire calendar school year.
3. Part-time teacher – a teacher who has less than a full daily work schedule.

B. **New employees of the Hillsboro School system:** Newly employed teachers will receive the equivalent year's credit for each year of experience brought into the district.

C. **Employees of the Hillsboro School system:** A part-time teacher will be credited on a pro-rated basis. When a teacher is hired for less than half of a year for the first time, they will remain on the same salary step for the following year. A part-time teacher will also receive the same benefits as a full-time teacher but on a pro-rated basis.

D. **Other Teachers:** Tutoring, homebound teaching, and substitute teaching are excluded in establishing the teaching experience level of a teacher.

E. **Effective Date:** Credit for the full year's teaching experience shall be credited only at the time the teaching contracts are issued for the next school year.

19. **Earned Credits:** Increased payments for graduate credits earned will be made before September 15th for the current year. Undergraduate credits in a teacher's major or minor field or that will lead to licensure in another area will also be approved. Teachers should get prior approval from the Superintendent before enrolling in classes.

20. **Verification of Credit:** Verification of college credit, in the form of a grade slip or college transcript must be submitted to the office. Credits beyond the Bachelor's Degree must be earned after the acquisition of the Bachelor's Degree.

21. **Transcripts:** All teachers must have on file in the office of the Superintendent an official transcript of credits earned.

22. **Selection of Instructional Materials:** Selection of textbook and instructional materials, adoption or replacement, for the improvement of classroom teaching will be conducted through the joint effort and approval of the teacher or teacher committees from the subject area, administration and School Board.

23. Sick Leave:

- A. **Annual Sick Leave:** Each teacher shall receive ten (10) days of sick leave each year accumulative to ninety (90) days. After five (5) consecutive days a physician's statement will be required.
- B. **Family Sick Leave:** Each teacher will be allowed to use a maximum of five (5) days per year from their accumulative sick days for family sick leave (defined as illness of child, spouse, or parent).
- C. **Sick Leave Compensation:** Compensation for unused sick leave upon leaving the Hillsboro School system shall be as follow:
 - 1. After six (6) years in the district, the teacher shall receive \$25 per unused day.
 - 2. After twenty (20) years in the district, the teacher shall receive \$50 per unused day.
 - 3. After thirty (30) years in the district, the teacher shall receive \$75 per unused day.
- D. **Sick Leave Bank:** A sick leave bank shall be established and administered as follows:
 - 1. If the sick leave bank falls below forty-five (45) days, each teacher shall be assessed one (1) day of leave from the current year's leave to replenish the sick bank.
 - 2. Once a teacher accumulates ninety (90) total sick days, additional days will be added to the sick leave bank until a maximum of two hundred-fifty (250) days are accumulated in the sick leave bank.
 - 3. All other types of leave must be used before the sick leave bank is used.
 - 4. The use of the sick leave bank will be for serious illness or injury.
 - 5. Use of the sick leave bank must be requested and accompanied by a doctor's statement.
 - 6. The use of sick leave bank days will be governed by one faculty representative and the Superintendent.

24. Emergency Leave: A teacher shall be granted forty-eight (48) hours of emergency leave accumulative to eighty (80), comparable to six (6) days accumulative to ten (10) days for:

- A. Funeral
- B. Dental appointments
- C. Doctor appointments
- D. Absence due to severe weather
- E. Any other emergency when the teacher feels that he or she should be in attendance, subject to administrative approval.

25. Personal Leave: The Board shall grant two (2) days of annual personal leave, cumulative to a total of five (5) days to each teacher with less than ten years of service in the school district and three (3) days of annual personal leave, cumulative to a total of five (5) to each teacher with ten or more years of service in the school district, subject to the following provisions:

- A. No more than three teachers will be permitted to take personal leave on the same school day.
- B. Application for leave must be filed with the principal two days in advance of contemplated leave on the forms provided by the district. The Superintendent may waive the two-day provision in emergency situations.
- C. Substitute pay will be provided for unused personal leave that is not eligible for carryover.
- D. Personal leave will not be charged from 3:30 to 4:00 for teachers going to watch school sponsored events.

26. Sick Leave and Personal Leave Compensation: If a teacher does not use any sick leave and personal leave during a school year, the teacher will receive \$500 in compensation.

- 27. Professional Leave:** The Board will grant professional leave to teachers in the Hillsboro School system for workshops, seminars, school visitations and school related professionally connected activities upon approval of the administration.
- 28. Leave Time Granted:** All Leave shall be granted in units of one-half hour.
- 29. Maternity Leave:** A teacher who is pregnant shall be entitled to leave to begin any time after the commencement of her pregnancy. The anticipated amount of leave needed and the type of leave to be used shall be worked out between the teacher and the Superintendent. Sick leave may be used, a leave of absence may be granted or a combination of the two may be used, with a thirty (30) day advanced notice desired, for the balance of the school year with a maximum of nine months. A teacher who is pregnant may continue active employment as long as the teacher and her physician deem it medically wise. Upon her return, the Board reserves the right to place the returning teacher into any teaching position for which she is highly qualified.
- 30. Sabbatical Leave:** After four (4) years in the Hillsboro School system, a teacher may apply in writing to the school board for a one (1) year sabbatical leave. The school board will approve requests for sabbatical leave as long as an acceptable replacement teacher can be secured. The school board will have sole discretion in determining if a replacement teacher is acceptable. Teachers on sabbatical leave must notify the school board in writing by March 1st in the year of their sabbatical leave if they plan to return to their teaching position. If this notification does not take place, the teacher waives all continuing contract rights to be re-employed by the Hillsboro School District.
- 31. Jury Duty:** The following provisions will be followed for Jury Duty.
- A. A teacher performing jury duty shall be paid not less than the larger amount of his or her actual daily salary or the pay for jury duty.
 - B. If the teacher does not participate in any class preparation or classroom activities on the day or days of jury duty, he or she shall be paid from the school district only the difference between the payment for the jury duty and his or her actual daily salary.
 - C. If the teacher prepares the lessons for the substitute teacher and returns to the school building to complete the daily classroom duties, he or she shall be paid his or her actual daily salary in addition to the payment for the jury duty.
- 32. Contract:** Once a contract is signed it is assumed that teachers will honor that contract and not request a release during the term of the contract.
- 33. Contract Release and Damages:** It is mutually acknowledged that a termination of a contract by the teacher, prior to the completion of the contract terms, results in damages to the Hillsboro 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 which is not disproportionate to reasonable anticipated damages, the following sum shall be paid by a teacher requesting a release from a signed contract if that request is approved by the School Board:
- A. Release requested before June 1st = \$200
 - B. Release requested on or after June 1st to July 15th = \$500
 - C. Release requested from July 16th to August 1st = \$1,000
 - D. No release after August 1st

- Teachers who have signed a contract and who are submitting a letter of resignation in hopes of being released from that contract should staple a check for damages to their letter of resignation.
- The Board has the right to deny a release of contract or to waive damages at its discretion.
- The Board shall waive the liquidated damages when a teacher submits a statement from his/her doctor recommending resignation for health reasons, for the teacher, spouse or child.

34. Included in Contract: The grievance procedure in effect is a part of this master contract and shall be used. The reduction-in-force (RIF) policy is also a part of this master contract.

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

**HILLSBORO PUBLIC SCHOOL
REDUCTION IN FORCE POLICY**

The School Board realizes that the possibility of (1) decreased enrollment or (2) loss of revenue may occur. It is realistic to assume that staff reductions will then be necessary. Reductions in staff, as they become necessary, will be made on the basis of what has the least detrimental effect on children.

1. In the event of staff reductions, contracts of separated personnel will be terminated in accordance with present statutes and the fair dismissal procedures as described by North Dakota law.
2. Reduction in staff within the Hillsboro School District shall be confined to the following three distinct groups:
 - A. Primary and Intermediate (Grades K-6) throughout the district;
 - B. Junior-Senior High (Grades 7-12) throughout the district;
 - C. Special and supportive personnel in K-6, 7-12.
3. In the event of staff reductions, the School Board retains full discretion to choose within the above three groups which departments or teaching positions shall be reduced.
4. In the event of staff reductions, the objectives of the Hillsboro School Board dictates a staff reduction policy which:
 - A. Retains the strongest teachers;
 - B. Avoids undue increases in class size;
 - C. Reserves a place for the exceptional younger teacher.
5. When a teacher is released, the decision will be based to the greatest extent practical on a composite of the following criteria:
 - A. Contributions made to the teaching profession and the school district;
 - B. Adaptability to other assignments;
 - C. Academic and professional preparation beyond minimum certification requirements;
 - D. Grade levels and subject areas taught;
 - E. Effectiveness in teaching and in related professional responsibilities;
 - F. Leadership qualities;
 - G. Evidence of professional growth;
 - H. Seniority.
6. When teachers are judged to be similarly qualified and significant differences in length of full time district service exist, preference in retention will be given to teachers with the longest district service.
7. Separated personnel shall be placed on a recall list for five years following termination of their contracts and shall have re-employment rights in vacant positions for which qualified in order of seniority.
8. Should separated personnel that have applied for, or have been invited to return for a certified teaching position, decline to do so, they will not have forfeited their right to re-employment.
9. Separated personnel returning to employment from the recall list will have all accumulated benefits reinstated and will be placed on the salary schedule at a level commensurate with their experience and school policy.
10. Recommendations for termination under this policy will be made by the Principal involved and the Superintendent of schools for action by the School Board.

**THE HILLSBORO EDUCATION ASSOCIATION
GRIEVANCE PROCEDURE**

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

I. Objective

The broad objectives of the grievance procedure for the Hillsboro Public School District shall be:

- A. To insure an opportunity for professional staff members and administrators to have unobstructed communication with one another and the school board with respect to alleged grievances without fear of reprisal;
- B. To reduce the potential area of conflict between professional staff members, administrators and school boards;
- C. To encourage and assure the freedom of effective communication through recognized channels between professional staff members, administrators and the school board;
- D. To encourage the resolution of complaints as near the point of origin as possible;
- E. To contribute to the development of improved morale and effectiveness of the Hillsboro professional staff through an increased understanding of the Hillsboro school policies which affect them.

II. Definition

- A. A grievance is a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation or inequitable application of established policy or the terms of a contract.
- B. A grievance evolves out of the manner in which a policy has been interpreted.

III. Scope

The grievance procedure herein contained applies, but is not limited to the following:

- A. Grievances related to the application and interpretation of personnel policies, rules, regulations or administrative decisions.
 - 1. Charges of unjust or inequitable interpretation of:
 - a) teaching load or class size;
 - b) teacher assignment, promotion or transfer;
 - c) teacher evaluation or recognition of professional growth;
 - d) teacher fringe benefit program or programs;
 - 2. Questions related to placement on the salary schedule.
 - 3. Questions related to practices concerning provisions for equipment, facilities or supplies.

- B. Grievances related to conduct prejudicial to the welfare of the students or the teaching profession.

1. Questions regarding infraction of the Teacher Professional Code of Ethics as established by the State of North Dakota.
2. Problems resulting from controversies involving teachers, schools or educational methods.

IV. **Procedures**

Step One - Informal

A teacher with a grievance shall generally first discuss his complaint with his principal or immediate supervisor by:

- A. Expressing his complaint directly to his principal or immediate superior, or;
- B. Requesting his education association's representative to express his complaint to his principal or immediate superior for him;
- C. Appearing together with his education association representative before his principal or immediate superior for the purpose of expressing said complaint.

If the complaint refers to the application or interpretation of personnel policies, rules, regulations or an administrative decision, the principal or appropriate superior shall give the education association representative an opportunity to state the views of the Association. Within five days, the principal or appropriate superior shall communicate his views to the aggrieved, to his representative (if any) and to any participating education association representative.

Before resolving the complaint, the principal or the appropriate superior may consult the next higher level of administration for an opinion, also the education association representative may consult the next higher level of the education association for an opinion.

If the aggrieved is not satisfied, he may then take or request that the complaint be taken to an appropriate higher level of administration or appropriate higher level of his education association.

At any point in the above procedure the aggrieved teacher, the principal or appropriate superior or the education association representative may request that the complaint under consideration be referred to a fact-finding committee and thus proceed directly to the more formal machinery set forth in Step Two of this grievance procedure.

Step Two - Formal

On proper written notice, the education association's fact-finding committee, hereafter referred to as the Grievance Committee, shall within five days transmit the complaint to the Superintendent.

The Superintendent or his designated representative shall then work with the Grievance Committee in a full good faith effort to seek an equitable solution.

A written copy of the proceedings of all meetings held concerning a given complaint under this step shall be furnished to the aggrieved teacher, to the Superintendent or his representative, to each member of the Grievance Committee and the president of the education association.

The parties involved must resolve any complaint under consideration within ten days after the Grievance Committee has transmitted the complaint to the Superintendent.

Step Three - Formal

If a solution acceptable to all parties concerned is not reached within ten days after the Grievance Committee has transmitted the complaint to the Superintendent, the Superintendent or the Grievance Committee may institute binding grievance arbitration by so requesting in writing to the school board and the elected officers of the education association.

Within ten days after receiving a written request for binding grievance arbitration the school board and the education association's elected officers shall appoint a mutually acceptable neutral third party, free from influence by the parties involved, as an arbitrator. Within ten days after this appointment the arbitrator shall examine the complaint, consider the opinions of all parties concerned, interpret the school policy in question and submit his written recommendation to the school board and the elected officers of the education association for official confirmation. The arbitrator's recommendation shall be considered to be binding on all parties concerned unless the school board is of the opinion that its legal discretion to decide has been violated.

The costs of arbitration shall be borne equally by the school board and the education association.

All decisions reached under this grievance procedure shall be filed with each school administrator and the NDEA local to be used as precedents for future complaints.

Copies of the grievance proceedings shall not become a part of any teacher's personnel file.

School board members, administrators or teachers shall not discriminate against one another because of the exercise of their rights under this grievance procedure.

HCV Co-op Extracurricular Negotiated Agreement (Attachment A)

HCV Co-op Extracurricular Salary Schedule: The Co-op extracurricular salary schedule is established as a percentage of the average of the Co-op school's base salaries and regular experience steps, using the attached salary schedule.

- A. **Outside Experience:** The Co-op school districts shall allow a maximum of six (6) years full credit for outside extracurricular experience for coaches entering the Co-op school systems. The credit should be retroactive for those already in the Co-op school systems.
- B. **Separate Contract:** All Co-op extracurricular assignments as mutually agreed upon and listed on the schedule shall be written into a separate contract at contract time and will not be changed unless there is mutual agreement among the Board, Superintendent and the teacher.
- C. **Payment:** Coaches will be paid by the school that they are employed by and will be paid at the end of the season when all duties are complete. Any coach who is a non-teacher will be paid by Hillsboro, following the Co-op schedule
- D. **Co-Head Coaches:** If an agreement is reached between the Board and two individuals to serve as co-head coaches for any sport, they shall split the head and the assistant coaching salaries.
- E. **Splitting Coaching Duties:** If an agreement has been made between the Board and all coaches involved, to split coaching responsibilities, they will split the salary accordingly.
- F. **Second Coaching Assignment:** If a coach is assigned a second area of responsibility for the same sport, he/she shall be paid the full percentage for the highest ranked area of responsibility for the additional time if a second practice period is required. If a second practice period is not required, he/she shall be paid for each additional game coached.
- G. **Coaches Attending the State Tournament:** Head coaches and varsity assistant coaches attending the state tournament will be provided two tickets to the tournament, meals at the state rate, and a substitute teacher for coaches that are teachers.
- H. **Extended Season:** In order for the head coach and varsity assistant coaches to qualify for extended pay, their specific season must extend to the point listed below in the Extended Pay Schedule. If a sport has more than one head coach, the co-head coaches will split the head and assistant coach stipend in an equal manner. In order to get the payment for the Region tournament, those sports must make it past the first round of the region tournament. The state stipend includes the region stipend.

I. **Extended Pay Schedule:**

Sport	Head Coach	Varsity Asst. Coaches
Volleyball	Region (Final 4) = \$200	Region (Final 4) = \$150
	State Tournament = \$400	State Tournament = \$300
Football	State Finals = \$400	State Finals = \$300
Wrestling	State Tournament = \$400	State Tournament = \$300
Boys/Girls Basketball	Region (Final 4) = \$200	Region (Final 4) = \$150
	State Tournament = \$400	State Tournament = \$300
Boys/Girls Track	State Meet = \$400	State Meet = \$300
Boys/Girls Golf	State Meet = \$400	State Meet = \$300
Baseball	State Tournament = \$400	State Tournament = \$300
Softball	State Tournament = \$400	State Tournament = \$300

J. **2019-2020 Coaches:** 2019-2020 coaches for the Co-op, who had an extra-curricular contract at either Co-op school during the 2018-2019 school year, shall be grandfathered into the new Co-op salary schedule based on their 2018-19 extra-curricular salary. Grandfathering will be done by adjusting steps on the new Co-op salary schedule until the current salary is reached or they reach the bottom of the schedule. Tier 1 coaches will be adjusted to the closest positive step and Tier 2 coaches to the closest negative step. They will then continue on the Co-op salary schedule from that point forward. **There will be no further grandfathering after the 2019-2020 adjustments. Any new coaching position taken after the grandfathering process, even one within the same sport, will start on the Co-op salary schedule at the actual experience step that the coach has in that sport.**

- *Both the Hillsboro and Central Valley School Boards and the Hillsboro and Central Valley Education Associations mutually agreed upon this Co-op Extracurricular Negotiated Agreement on June 17, 2019.*

2021-22 HCV Co-op Extra Curricular Salary Schedule (Attachment B)

2021-2022 HCV Co-op Extra-Curricular Salary Schedule

Avg Teacher Salary Base	Percent of Salary	Salary Base	Avg Teacher Salary Step	Per Year Increment Base
\$ 42,350.00	11.5%	\$ 4,870.25	\$ 612.50	\$ 70.44

Tiered - Averages

Year/Step	B	C	D	E	F	G	H	I
	100.00%	88.05%	76.10%	68.53%	60.95%	55.38%	49.81%	33.33%
0	4,870.25	4,288.26	3,706.26	3,337.34	2,968.42	2,697.14		1,623.25
1	4,940.69	4,350.28	3,759.86	3,385.61	3,011.35	2,736.15		1,646.73
2	5,011.13	4,412.30	3,813.47	3,433.87	3,054.28	2,775.16		1,670.21
3	5,081.56	4,474.32	3,867.07	3,482.14	3,097.21	2,814.17		1,693.68
4	5,152.00	4,536.34	3,920.67	3,530.41	3,140.14	2,853.18		1,717.16
5	5,222.44	4,598.36	3,974.27	3,578.68	3,183.08	2,892.19		1,740.64
6	5,292.88	4,660.38	4,027.88	3,626.94	3,226.01	2,931.19		1,764.12
7	5,363.31	4,722.40	4,081.48	3,675.21	3,268.94	2,970.20		1,787.59
8	5,433.75	4,784.42	4,135.08	3,723.48	3,311.87	3,009.21		1,811.07
9	5,504.19	4,846.44	4,188.69	3,771.74	3,354.80	3,048.22		1,834.55
10	5,574.63	4,908.46	4,242.29	3,820.01	3,397.73	3,087.23		1,858.02
11	5,645.06	4,970.48	4,295.89	3,868.28	3,440.67	3,126.24		1,881.50
12	5,715.50	5,032.50	4,349.50	3,916.55	3,483.60	3,165.24		1,904.98
13	5,785.94	5,094.52	4,403.10	3,964.81	3,526.53	3,204.25		1,928.45
14	5,856.38	5,156.54	4,456.70	4,013.08	3,569.46	3,243.26		1,951.93
15	5,926.81	5,218.56	4,510.30	4,061.35	3,612.39	3,282.27		1,975.41
16	5,997.25	5,280.58	4,563.91	4,109.62	3,655.32	3,321.28		1,998.88
17	6,067.69	5,342.60	4,617.51	4,157.88	3,698.26	3,360.29		2,022.36
18	6,138.13	5,404.62	4,671.11	4,206.15	3,741.19	3,399.29		2,045.84
19	6,208.56	5,466.64	4,724.72	4,254.42	3,784.12	3,438.30		2,069.31
20	6,279.00	5,528.66	4,778.32	4,302.68	3,827.05	3,477.31		2,092.79
21	6,349.44	5,590.68	4,831.92	4,350.95	3,869.98	3,516.32		2,116.27
22	6,419.88	5,652.70	4,885.52	4,399.22	3,912.91	3,555.33		2,139.74
23	6,490.31	5,714.72	4,939.13	4,447.49	3,955.85	3,594.34		2,163.22
24	6,560.75	5,776.74	4,992.73	4,495.75	3,998.78	3,633.34		2,186.70
25	6,631.19	5,838.76	5,046.33	4,544.02	4,041.71	3,672.35		2,210.17
26	6,701.63	5,900.78	5,099.94	4,592.29	4,084.64	3,711.36		2,233.65
27	6,772.06	5,962.80	5,153.54	4,640.56	4,127.57	3,750.37		2,257.13
28	6,842.50	6,024.82	5,207.14	4,688.82	4,170.50	3,789.38		2,280.61
29	6,912.94	6,086.84	5,260.75	4,737.09	4,213.44	3,828.38		2,304.08
30	6,983.38	6,148.86	5,314.35	4,785.36	4,256.37	3,867.39		2,327.56
31	7,053.81	6,210.88	5,367.95	4,833.63	4,299.30	3,906.40		2,351.04
32	7,124.25	6,272.90	5,421.55	4,881.89	4,342.23	3,945.41		2,374.51
33	7,194.69	6,334.92	5,475.16	4,930.16	4,385.16	3,984.42		2,397.99

2022-23 HCV Co-op Extra Curricular Salary Schedule (Attachment C)

2022-2023 HCV Co-op Extra-Curricular Salary Schedule

Avg Teacher Salary Base	Percent of Salary	Salary Base	Avg Teacher Salary Step	Per Year Increment Base
\$ 42,850.00	11.5%	\$ 4,927.75	\$ 612.50	\$ 70.44

Tiered - Averages

Year/Step	Head Athletic Coach Tier 1 - Football, Volleyball, Cross Country, Boy's Basketball, Girl's Basketball, Wrestling	Head Athletic Coach Tier 2 - Boy's Track, Girl's Track, Baseball, Softball, Boy's Golf, Girl's Golf	Asst. Athletic Coach Tier 1 - Football, Volleyball, Cross Country, Boy's Basketball, Girl's Basketball, Wrestling	Asst. Athletic Coach Tier 2 - Boy's Track, Girl's Track, Baseball, Softball, Boy's Golf, Girl's Golf	Jr Athletic Coach Tier 1 - Football, Volleyball, Cross Country, Boy's Basketball, Girl's Basketball, Wrestling	Jr Athletic Coach Tier 2 - Boy's Track, Girl's Track, Baseball, Softball, Girl's Golf	Elementary Athletic Coach (for reference only, not on schedule)	Cheerleading - FB, BB
	B	C	D	E	F	G	H	I
0	100.00%	88.05%	76.10%	68.53%	60.95%	55.38%	49.81%	33.33%
1	4,927.75	4,338.88	3,750.02	3,376.74	3,003.46	2,728.99		1,642.42
2	4,998.19	4,400.90	3,803.62	3,425.01	3,046.40	2,768.00		1,665.90
3	5,068.63	4,462.92	3,857.22	3,473.28	3,089.33	2,807.00		1,689.37
4	5,139.06	4,524.94	3,910.83	3,521.54	3,132.26	2,846.01		1,712.85
5	5,209.50	4,586.96	3,964.43	3,569.81	3,175.19	2,885.02		1,736.33
6	5,279.94	4,648.98	4,018.03	3,618.08	3,218.12	2,924.03		1,759.80
7	5,350.38	4,711.01	4,071.64	3,666.34	3,261.05	2,963.04		1,783.28
8	5,420.81	4,773.03	4,125.24	3,714.61	3,303.99	3,002.05		1,806.76
9	5,491.25	4,835.05	4,178.84	3,762.88	3,346.92	3,041.05		1,830.23
10	5,561.69	4,897.07	4,232.44	3,811.15	3,389.85	3,080.06		1,853.71
11	5,632.13	4,959.09	4,286.05	3,859.41	3,432.78	3,119.07		1,877.19
12	5,702.56	5,021.11	4,339.65	3,907.68	3,475.71	3,158.08		1,900.66
13	5,773.00	5,083.13	4,393.25	3,955.95	3,518.64	3,197.09		1,924.14
14	5,843.44	5,145.15	4,446.86	4,004.22	3,561.58	3,236.10		1,947.62
15	5,913.88	5,207.17	4,500.46	4,052.48	3,604.51	3,275.10		1,971.09
16	5,984.31	5,269.19	4,554.06	4,100.75	3,647.44	3,314.11		1,994.57
17	6,054.75	5,331.21	4,607.66	4,149.02	3,690.37	3,353.12		2,018.05
18	6,125.19	5,393.23	4,661.27	4,197.28	3,733.30	3,392.13		2,041.52
19	6,195.63	5,455.25	4,714.87	4,245.55	3,776.23	3,431.14		2,065.00
20	6,266.06	5,517.27	4,768.47	4,293.82	3,819.17	3,470.15		2,088.48
21	6,336.50	5,579.29	4,822.08	4,342.09	3,862.10	3,509.15		2,111.96
22	6,406.94	5,641.31	4,875.68	4,390.35	3,905.03	3,548.16		2,135.43
23	6,477.38	5,703.33	4,929.28	4,438.62	3,947.96	3,587.17		2,158.91
24	6,547.81	5,765.35	4,982.89	4,486.89	3,990.89	3,626.18		2,182.39
25	6,618.25	5,827.37	5,036.49	4,535.16	4,033.82	3,665.19		2,205.86
26	6,688.69	5,889.39	5,090.09	4,583.42	4,076.76	3,704.20		2,229.34
27	6,759.13	5,951.41	5,143.69	4,631.69	4,119.69	3,743.20		2,252.82
28	6,829.56	6,013.43	5,197.30	4,679.96	4,162.62	3,782.21		2,276.29
29	6,900.00	6,075.45	5,250.90	4,728.23	4,205.55	3,821.22		2,299.77
30	6,970.44	6,137.47	5,304.50	4,776.49	4,248.48	3,860.23		2,323.25
31	7,040.88	6,199.49	5,358.11	4,824.76	4,291.41	3,899.24		2,346.72
32	7,111.31	6,261.51	5,411.71	4,873.03	4,334.34	3,938.24		2,370.20
33	7,181.75	6,323.53	5,465.31	4,921.29	4,377.28	3,977.25		2,393.68
34	7,252.19	6,385.55	5,518.91	4,969.56	4,420.21	4,016.26		2,417.15