

LAKOTA SCHOOL DISTRICT  
2021-2022 and 2022-2023  
Teacher Contract

The School Board of the Lakota School District, hereinafter referred to as the Board, and the Lakota Education Association, hereinafter referred to as the Association, do hereby agree that the welfare of the children of the Lakota School District is paramount in the operation of the school and will be promoted by both parties.

ARTICLE I. NEGOTIATIONS

The Parties will negotiate in accordance with the statutory provisions of the North Dakota Century Code, as amended, and those provisions are further defined by the North Dakota Supreme Court.

The negotiation procedure to be used will be determined by the Parties prior to the first negotiation meeting.

ARTICLE II. SALARIES

A. Salary Schedule.

The salary schedule for the teachers shall be as set forth in Schedule II and III of the Appendix, which is hereby incorporated by reference.

All licensed teachers, employed by the Board, will be placed on the salary schedule based on both education and number of years of teaching experience.

No staff member may move more than one vertical and/or horizontal step per year.

The length of the contracted year will be 183 days.

Staff members will be paid for contracts extended beyond the normal 183 day calendar at a rate of 1/183 of the base salary for each additional day, if less than a full month. Extended contracts for a period of one or more months shall be computed as an additional 1/9th of the base.

Teachers, substituting for each other during preparation periods, shall be paid at a rate of 1/6th of the short-term substitute pay for a 50 minute period and one half of this rate for a class less than 50 minutes.

B. Health Insurance

Teachers are entitled to enroll in the district health and hospitalization program. The Board will pay 75% of a single health premium. This would be prorated for part time teachers. The Board will also pay for a single vision and dental plan. Teachers will be notified prior to the effective date if a new insurance company is selected by the Board. The new company will provide substantially the same coverage.

#### C. Activity Pay Schedule.

The activity pay schedule will be as set forth in Schedule I of the Appendix, which is hereby incorporated by reference.

#### D. Receipt of Wages.

Teachers can receive payment on a 9, 10, 12 month basis (Extracurricular payment can be received in a 9, 10, 12 month basis or as a lump sum after fulfillment of duties). Teachers shall be paid on the 20th day of each month. Teachers on a 9-month basis will receive their 9th check on the last day of school after completion of their duties.

#### E. Additional Credit Hours.

If additional credit hours earned entitle a teacher to move over a lane on the salary schedule, the compensation in the contract shall be amended to reflect the additional pay. Contracts will not be amended after the first cut off date of the school term.

### ARTICLE III. LEAVE

#### A. Sick Leave

1. Sick leave, with pay, shall be allowed when a teacher's absence from attendance and performance of duties is due to personal illness or disability, childbirth, personal medical or dental appointments, quarantine or communicable disease. The Board may require certification from a qualified physician indicating such absence was due to illness, or disability. The final determination, as to eligibility for sick leave, is reserved by the Board.

2. At the beginning of each school year, each teacher shall earn sick leave at the rate of 20 days per year. Two days sick leave shall accrue each month, August through May. The new teacher will enter the system with 10 days and accrue up to 20 during the first year of employment. A maximum of 80 days of sick leave may be accumulated.

3. The board will allow up to six days per year per teacher for immediate family care leave to be taken from the teacher's sick leave. Immediate family is to consist of the employee's child (foster, adopted, or other), parent, spouse, domestic partner, or sibling. Eligibility for and granting of this leave is to be determined by the superintendent. Additional days may be granted by the superintendent, which will also be taken from the teacher's sick leave.

#### B. Personal Leave

1. Personal leave with pay may be taken for personal business needing attention during school hours. At no time will a teacher be required to use personal leave for sick leave, funeral leave or

leave of absence.

2. A teacher will be allowed four days per year of personal leave. One day of personal leave may be carried over to the next year but no more than five days total will be allowed in any single year. A teacher will be reimbursed at the substitute pay-rate at the end of the school term for up to two days of unused personal leave. Reimbursed days cannot be carried over to the next year. Personal leave is subject to the following provisions:

a. Application for personal leave must be filed in writing with the building principal (unless waived) three days in advance of the leave.

b. Personal leave request shall not be granted:

1. When more than three previous requests have been granted for the same time in the building.
2. The first five (5) days of the school term.
3. The last five (5) days of the school term.
4. The school day preceding or following a vacation or holiday period.

The building principal may waive any of the above restrictions.

#### C. Funeral Leave.

1. Funeral leave, with pay, shall be allowed for a death in the immediate family of employee or spouse (siblings, spouse, children, parents, grandparents and grandchildren). Other funeral leave will be as described below.

2. Request for funeral leave shall be made to the building principal who will determine the duration of leave. For deaths of the immediate family, the maximum funeral leave that may be granted will be five (5) school days per family member. For all other funeral leave, two (2) school days may be taken for other than immediate family. The second day of this non-immediate funeral leave will be deducted from sick leave. Additional days may be granted by the building principal. Denials may be appealed to the Superintendent and then to the School Board.

#### D. Leave of Absence

Upon application to the Board, a leave of absence may be granted to a teacher for a period not to exceed one year. The application shall be in writing, state the reason for the request, and be made prior to April 1 of the school year preceding the leave. Granting or denial of the application shall be at the sole discretion of the Board. A teacher shall not lose seniority within the district as a result of a leave of absence.

### ARTICLE IV. ADDITIONAL TRAINING REQUIREMENTS

All teachers are required to meet the minimum requirement for credit as required by the

Department of Public Instruction. The teacher is to inform the Superintendent of additional credit hours earned on or before the first day of school.

Teachers will be reimbursed for continuing education credits at the rate of \$100 per credit for a maximum of two credits per year provided: (1) The credits are college graduate credits. (2) They have received prior approval from the Superintendent. Teacher's completing continuing education credits with the potential result in a lane change for that teacher shall submit a written request for a lane change with supporting evidence of the date of completion of these credits to the superintendent no later than the first contracted day of that school year. The superintendent shall review and act upon all such requests within three (3) days of receiving them. The teacher shall be notified of the decision of the superintendent at that time. If the decision results in a lane change for that teacher, the business manager shall be notified and the necessary adjustments to that teacher's contract shall be made and put into effect prior to the first pay day of that year.

#### ARTICLE V. THE CURRICULUM COMMITTEE

The District shall have a Curriculum Committee composed of two teachers, two administrators, two board members and two students.

The committee shall evaluate the existing curriculum, review calendar and suggest changes which would improve the instructional programs of the school district.

#### ARTICLE VI. GRIEVANCE PROCEDURE

##### A. Definition.

A grievance is a claim by the Association, or by a teacher, that there has been a violation, misinterpretation, or misapplication of the terms of this contract or a violation of written board policy.

##### B. Association Representation.

The Board shall recognize the Association's grievance representative in each building. The Association may designate an alternate grievance representative. An Association representative shall be present for any meetings, hearings, appeals or other proceedings related to a grievance which has been formally presented. Nothing herein contained will be constructed as limiting the right of any teacher having a grievance to discuss the matter informally with the supervisor, and having the grievance adjusted without intervention of the Association.

##### C. Steps of Procedure

1. An attempt shall be made to resolve the grievance in informal discussion between the grievant and immediate supervisor.

2. If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing with their immediate supervisor within ten (10) days from the date of the occurrence of the event giving rise to the grievance. The immediate supervisor will hold a conference with the grievant within four (4) school days of the receipt of the grievance. The immediate supervisor shall deliver a decision in writing to the grievant and the Association within five (5) school days after the conference.

3. The grievant may appeal the decision of the supervisor within five (5) school days by delivering a copy of the grievance to the Superintendent. Within ten (10) school days after delivery of the grievance, the grievant, the grievant's representative, and the Superintendent shall meet to resolve the grievance. The Superintendent shall make a decision and communicate it in writing to the grievant, the immediate supervisor and the Association within five (5) days after the meeting.

4. The grievant may appeal the decision of the Superintendent within five (5) school days by delivery of a copy of the grievance to the Board. At the next regularly scheduled meeting of the Board, the Board shall meet with the grievant, his/her representative, the immediate supervisor and the Superintendent. The Business Manager of the District shall give notice of the meeting to the grievant and the Association. The Board shall make a decision and communicate it in writing to the teacher, the Association, and the Superintendent within ten (10) school days after the meeting. The Board shall have the right to waive the hearing and accept the grievance as filed.

#### D. Additional Grievance Provisions.

No reprisals of any kind will be taken by the Board or the administration against any teacher because of participation in this grievance procedure.

The Board will cooperate with the Association and its investigation of any grievance and furnish the Association with such information as requested for the processing of any grievance.

Should the investigation or processing of any grievance require a Teacher or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

All documents, communications and records dealing with the processing of a grievance will not become a part of the personnel files of the participants.

### ARTICLE VII. MISCELLANEOUS PROVISIONS

#### A. Effect of Contract.

The Board and Association agree 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 consent of the parties to the amendment, and then written and attached and made part of this Contract.

#### B. Saving Clause.

Should any article, section or clause of this contract be declared illegal or void by a court of law, said article, section or clause as the case may be, shall be automatically deleted from this Contract to the extent it violates or conflicts with 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.

#### C. Individual Contracts.

Individual Contracts shall not be inconsistent with the terms and conditions of this Contract. Any extracurricular activity or assignment will be listed on each teacher's contract. The failure to perform, or the resignation, of any extracurricular activity or assignment, will be considered as a violation or resignation of the entire contract. A tentative schedule and tentative assignments will be attached to the individual contracts.

#### D. Duration.

The duration of this agreement will be for (2) year(s) beginning on July 1, 2021 through June 30, 2023. The provisions of each article attached hereto shall be effective the first year, as of July 1, 2021 and shall continue in effect until June 30, 2022; second year as of July 1, 2022 and shall continue in effect until June 30, 2023 at which time this Contract shall automatically renew itself unless written notification to the contrary is made by either party at least sixty (60) days prior to the anniversary date of each year.

#### E. Complaints

Any complaint made against a teacher to a principal or superintendent, by any parent, student, or other person will be promptly called to the attention of the teacher. Any complaint not called to the attention of the teacher may not be used as the basis for any reprimand, discipline, or discharge.

F. Ratification.

IN WITNESS WHEREOF, signatures of the duly authorized representatives of the Association and the Board indicate this Contract has been ratified by the Lakota Education Association and Lakota School Board.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LAKOTA EDUCATION ASSOCIATION

LAKOTA PUBLIC SCHOOL DISTRICT

By: \_\_\_\_\_

President/Representative

By: \_\_\_\_\_

School Board Chairman

ATTEST: \_\_\_\_\_

Business Manager

Lakota School District Activity Pay Schedule for 2021 – 2023.

All head coaches are to be paid at the rate of 12% of the base of the salary schedule.

Assistant coaches are to be paid at the rate of 9.5% of the base of the salary schedule.

Junior high coaches are to be paid at the rate of 7.5% of the base of the salary schedule.

Elementary coaches are to be paid at the rate of 7% of the base of the salary schedule.

Advisors and directors are to be paid at the percentage rates of the base of the salary schedule as listed below:

Honor Society	3.5%
Academic Advisor	3.5%
Senior Class	3.5%
Student Council	4.5%
1 Act Play	4.5%
Legos	4.5%
FCCLA	5.5%
FFA	5.5%
FBLA	5.5%
SADD	5.5%
3 Act Play	5.5%
Musical	5.5%
Yearbook	5.5%
Speech	6%
Junior Class	6.5%
Cheerleading	7%
Extra Music	12%
Tech Coordinator	12%
* IVN	1 <sup>st</sup> semester/2 <sup>nd</sup> semester 600/300

**\* If the NESC establishes a rate for IVN, the contract will automatically change to reflect that amount, provided the School Board agrees to the NESC rate.**

Experience is to be paid at the same factor level, at the rate of increase of \$300 per year. Example: Head coach with 10 years of experience is  $\$300 \times 10 \text{ years} \times 12\% = \$360$ .

Activities not listed above will be addressed at the time that they are approved by the board. A percentage factor will be determined by the School Board after consultation with the LEA President, before assigning the activity.



**SALARY SCHEDULE 2021-2022**  
**Schedule II**

Horizontal = Lane

Vertical = Step

BASE	\$41,300 LANE \$600 STEP \$ 550					
	Lane 1 BA	Lane 2 BA+8	Lane 3 BA+16	Lane 4 BA+24	Lane 5 MA	Lane 6 MA+16
Step						
0	\$ 41,300	\$ 41,900	\$ 42,500	\$ 43,100	\$ 43,700	\$ 44,300
1	\$ 41,850	\$ 42,450	\$ 43,050	\$ 43,650	\$ 44,250	\$ 44,850
2	\$ 42,400	\$ 43,000	\$ 43,600	\$ 44,200	\$ 44,800	\$ 45,400
3	\$ 42,950	\$ 43,550	\$ 44,150	\$ 44,750	\$ 45,350	\$ 45,950
4	\$ 43,500	\$ 44,100	\$ 44,700	\$ 45,300	\$ 45,900	\$ 46,500
5	\$ 44,050	\$ 44,650	\$ 45,250	\$ 45,850	\$ 46,450	\$ 47,050
6	\$ 44,600	\$ 45,200	\$ 45,800	\$ 46,400	\$ 47,000	\$ 47,600
7	\$ 45,150	\$ 45,750	\$ 46,350	\$ 46,950	\$ 47,550	\$ 48,150
8		\$ 46,300	\$ 46,900	\$ 47,500	\$ 48,100	\$ 48,700
9		\$ 46,850	\$ 47,450	\$ 48,050	\$ 48,650	\$ 49,250
10		\$ 47,400	\$ 48,000	\$ 48,600	\$ 49,200	\$ 49,800
11			\$ 48,550	\$ 49,150	\$ 49,750	\$ 50,350
12			\$ 49,100	\$ 49,700	\$ 50,300	\$ 50,900
13			\$ 49,650	\$ 50,250	\$ 50,850	\$ 51,450
14				\$ 50,800	\$ 51,400	\$ 52,000
15				\$ 51,350	\$ 51,950	\$ 52,550
16				\$ 51,900	\$ 52,500	\$ 53,100
17				\$ 52,450	\$ 53,050	\$ 53,650
18				\$ 53,000	\$ 53,600	\$ 54,200
19				\$ 53,550	\$ 54,150	\$ 54,750
20				\$ 54,100	\$ 54,700	\$ 55,300
21						

**SALARY SCHEDULE 2022-2023**  
**Schedule III**

Horizontal = Lane

Vertical = Step

BASE	\$41,600 LANE		\$600 STEP		\$ 550	
	Lane 1 BA	Lane 2 BA+8	Lane 3 BA+16	Lane 4 BA+24	Lane 5 MA	Lane 6 MA+16
Step						
0	\$ 41,600	\$ 42,200	\$ 42,800	\$ 43,400	\$ 44,000	\$ 44,600
1	\$ 42,150	\$ 42,750	\$ 43,350	\$ 43,950	\$ 44,550	\$ 45,150
2	\$ 42,700	\$ 43,300	\$ 43,900	\$ 44,500	\$ 45,100	\$ 45,700
3	\$ 43,250	\$ 43,850	\$ 44,450	\$ 45,050	\$ 45,650	\$ 46,250
4	\$ 43,800	\$ 44,400	\$ 45,000	\$ 45,600	\$ 46,200	\$ 46,800
5	\$ 44,350	\$ 44,950	\$ 45,550	\$ 46,150	\$ 46,750	\$ 47,350
6	\$ 44,900	\$ 45,500	\$ 46,100	\$ 46,700	\$ 47,300	\$ 47,900
7	\$ 45,450	\$ 46,050	\$ 46,650	\$ 47,250	\$ 47,850	\$ 48,450
8		\$ 46,600	\$ 47,200	\$ 47,800	\$ 48,400	\$ 49,000
9		\$ 47,150	\$ 47,750	\$ 48,350	\$ 48,950	\$ 49,550
10		\$ 47,700	\$ 48,300	\$ 48,900	\$ 49,500	\$ 50,100
11			\$ 48,850	\$ 49,450	\$ 50,050	\$ 50,650
12			\$ 49,400	\$ 50,000	\$ 50,600	\$ 51,200
13			\$ 49,950	\$ 50,550	\$ 51,150	\$ 51,750
14				\$ 51,100	\$ 51,700	\$ 52,300
15				\$ 51,650	\$ 52,250	\$ 52,850
16				\$ 52,200	\$ 52,800	\$ 53,400
17				\$ 52,750	\$ 53,350	\$ 53,950
18				\$ 53,300	\$ 53,900	\$ 54,500
19				\$ 53,850	\$ 54,450	\$ 55,050
20				\$ 54,400	\$ 55,000	\$ 55,600
21						