

Master Agreement
Of The
North Sargent Public
School District #3

For
2021-2023

As Negotiated by:

**North Sargent
Education Association**

**North Sargent
School Board**

I. PROCEDURES AND GUIDELINES

A. Negotiations

1. **Recognitions:** The North Sargent School Board recognizes the North Sargent Education Association as the exclusive bargaining representative on salaries, hours and conditions of employment for all licensed full-time employees of the North Sargent School District #3.
2. **Exchange of Information:** Both parties agree to make available, upon request, all information necessary for making proper and sound decisions on matters to be negotiated.

B. Saving Clause

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

C. Term of Agreement

This agreement shall be effective July 1, 2021 and shall automatically be renewed and will continue in force for additional periods of one year unless either party gives notice to the other party, not later than **sixty** days prior to the anniversary date of its desire to reopen certain provisions of this agreement and/or changes to this agreement, and to negotiate over terms of these provisions.

This agreement, reached as a result of collective bargaining, represents the full and complete agreement between the parties and supersedes all previous agreements between parties. It is agreed that any matter relating to this current contract term, whether or not referred to in this agreement, shall not be open for negotiations except as the parties may specifically agree thereto. All terms and conditions of employment not covered by this agreement shall continue to be subject to the North Sargent School Board's discretion and control.

D. Individual Contracts

1. Individual contracts shall be consistent with the term and conditions of the agreement.
2. Negotiation of non-salary items is limited to every odd numbered year, with the option to negotiate each year with consent of both parties at ground rules meeting.
3. Separate contracts will be issued for individual extra-curricular activities.

II. GRIEVANCE PROCEDURE

A. Purpose

To enable teachers to express a complaint about the administration of the agreement with the assurance that the complaint will receive prompt attention by persons who can remedy it if necessary.

B. Definition of Grievance

A grievance is any disagreement regarding the interpretation or application of a specific provision of this agreement.

C. Procedure

Any party to the grievance may retain and have present counsel at any or all steps. Grievances shall be processed in accordance with the following procedure:

Level One

An earnest effort shall be made to settle the matter informally between the teacher and his/her principal.

If the matter is not resolved, the grievance shall be presented in writing by the teacher to the principal within **fourteen** school days after the facts upon which the grievance is based first occur or first become known. The principal shall give his written answer within **ten** days of the time the grievance was presented.

Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within **ten** school days after presentation of the written grievance, he may file the grievance in writing with the North Sargent Certified Staff Committee Chair within **five** school days after the decision at Level One or **fifteen** school days after the grievance was presented, whichever is sooner.

Level Three

The Chairman of the North Sargent Certified Staff Committee shall, within **five** school days after receiving the written grievance, refer it to the Superintendent of Schools.

Within **ten** school days after receipt of the written grievance the Superintendent shall meet with the aggrieved person and/or the North Sargent Certified Staff Committee in an effort to resolve the grievance. The Superintendent shall render a decision in writing to the North Sargent Certified Staff Committee within **ten** school days after meeting with the aggrieved person and/or North Sargent Certified Staff Committee.

Level Four

If the aggrieved person is not satisfied with the Superintendent's disposition of the grievance, may within **five** school days after receipt of the Superintendent's disposition, request in writing to the North Sargent Certified Staff Committee that the grievance be referred to the School Board.

Within **five** school days of receiving the aggrieved person's request the North Sargent Certified Staff Committee shall refer it to the School Board. At the School Board's next regular meeting, after receiving the written grievance, the School Board shall meet with the aggrieved person and/or the North Sargent Certified Staff Committee for the purpose of resolving the grievance. The Board shall render a decision in writing with the North Sargent Certified Staff Committee Chair within **twenty** school days after first meeting with the aggrieved person and/or North Sargent Certified Staff Committee.

III. TEACHER RIGHTS

A. Legislative Leave

When service in the Legislature or Legislative Interim Committee assignment during a regular or special session requires a leave, the leave will be granted without loss of experience credit, or benefits. The district will then pay for the substitute during his/her absence. The teacher pay will be deducted at 1/184 of contract pay, provided the extra-curricular duties are fulfilled according to contract or transferred.

B. Teacher Organizations

It is further agreed that employees have the right to join or not join the teacher organization and that membership in such organization or the payment of fees in lieu of membership shall not be required as a condition of employment.

IV. INSTRUCTION AND PROFESSIONAL DEVELOPMENT

A. Convention, Conference, and Workshop Attendance

Requests for attendance at conventions, conferences, workshops, and for observation in another school system shall be made to the principal. The principal will either reject the request or recommend to the Superintendent that the request be approved. Full or partial reimbursement for such leave may be granted at the discretion of the Superintendent.

B. Tuition Reimbursement

The school district will reimburse any teacher required by the Board to go to school to become qualified in a certain area. This will be actual expenses limited to tuition, fees, books, and mileage.

C. Continuing Education Hours

Every teacher must earn **six credits** every **five-year** block in his/her major or minor or education courses in accordance to state law. Credits earned must be approved in writing by the Superintendent prior to the enrollment in the course.

D. Teaching License

North Sargent School Board will pay \$125 toward the renewal of a five year teaching license. If a teacher leaves the district, said teacher will reimburse North Sargent \$25.00 per remaining years, deducted from last paycheck.

V. TEACHER HOURS AND CONDITION OF EMPLOYMENT

A. School Hours

The school day, for teachers, will begin at 8:00 AM and will end at 3:45 PM.

B. School Calendar

North Sargent School District #3 shall provide a tentative school calendar to each teacher prior to the beginning of each school year. The school calendar shall include all professional development days scheduled no sooner than seven days prior to the start of school and no later than one day after the end of the school year. Other in-service days during the summer may substitute for scheduled in-service with prior administrative approval.

C. Distribution of the Agreement

This "Master Agreement" will be printed and distributed together with each individual teacher's contract.

D. Assignments and Transfers

The School Board retains the right to make grade, subject and activity assignments as necessary in the best interest of the North Sargent School District#3. Grade and assignment will be listed on individual teacher contract with the ability to reissue a contract updating the grade or assignment with consent of the Teacher, Superintendent and School Board.

E. Assigned Extra Curricular Duties

Extra-curricular activities can be assigned to any teacher once all attempts to fill the vacancy have been exhausted and/or the program is in jeopardy of being closed due to the lack of an advisor/coach.

F. Extra Duties

1. Teachers doing clock and book or chains for games will receive \$20.00 per session or \$25.00 per session when there is A, B, and C squad games.
2. Teachers will be paid \$20.00 per session for ticket taking at games or \$25.00 per session when there is A, B, and C squad games.

The scheduling for ticket taking will remain an administrative duty. To fill the schedule the Activity Director will also try to draw from Board Members, Lettermen's Club, Civic Clubs, Parents, Community Members, etc.

3. Teachers will be paid \$20.00 per period for covering another teacher's class or monitoring ITV tests. Teachers will only be paid this sum when they give up their prep period. Teachers whose students are otherwise occupied can be required to help out by covering another class.

G. Dismissal and Nonrenewal

Dismissal and nonrenewal shall be conducted in accordance with the statutory requirements of the North Dakota Century Code and the Case Law of the North Dakota Supreme Court.

H. Staff Reduction

Staff reduction, due to the elimination of positions, shall be made based on the "Reduction in Force Policy" found in North Sargent School Board Policy Handbook.

I. Liquidated Damages Clause

Once an agreement is signed it is assumed that teachers will not request a release during the term of the agreement. It is mutually acknowledged that a termination of this agreement by the teacher, prior to the completion of the contract terms, 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 which is not disproportionate to reasonably anticipated damages, the following sum shall be paid by a teacher requesting a release from a contract, which is approved by the School Board:

1. Release requested on or before **June 15th**: **\$1,000.00**
2. Release requested on or after **June 15th but on or before July 1st**: **\$1,500.00**
3. Release requested **after July 1st**: **\$3,000.00**

The School Board may, in its sole discretion and by reason of extenuating circumstances, waive part or all of such liquidated damages.

VI. PROFESSIONAL COMPENSATION AND BENEFITS

A. Salary

1. The one-line salary schedule is hereby made a part of this agreement.
2. All salaries are listed for **184** days for school term **2021-2022 and 2022-2023**.
3. Specialists, that require additional compensation, shall be placed on extended contracts, i.e. over 9 months to 12 months in length and shall be paid accordingly to compensate for the required difference.
4. All Salaries will be paid in 12 equal monthly installments. Salaries will be paid on the 24th of each month. If the 24th falls on a weekend or holiday, salary will be paid on the last day previous to holiday or weekend. The business manager will provide a monthly pay statement, which will be given to each teacher on payday with the check.
5. Experience and Credit:
 - a. A teacher new to the district shall receive credit for all previous years of experience. The Board may make deviations from this general rule in special cases or in case of unusual or exceptional background and experience.
 - b. The North Sargent School District will reimburse up to \$100.00 per contract year for pre-approved credits. Reimbursement will occur with the completion of a course of study or workshop and after the transcript has been filed in the Superintendent's office. No payment will be made to a teacher during a sabbatical. All requests for reimbursement must be filed before June 15th. All pre-approved credits will accumulate towards a lane change.
 - c. If an employee completes the necessary credits for advancement to a higher professional level, he/she will be issued a new contract reflecting the higher increment.
 - d. To qualify for a "Master" lane change the master's degree must be in the teacher's discipline for which the teacher was hired or an area that would fill a need for the school.
 - e. Any teacher requesting a lane change, must have qualifying credits completed, verified and approved by the Superintendent by September 1st of the contract year.
 - f. If teacher receives a master's degree during the first semester and notification to the Superintendent is made prior to September 1st, the teacher may make a lane change to master's lane at the beginning of the second semester. To make a lane change within the master's lane, credits must be qualifying master level credits completed, verified and approved by the Superintendent by September 1st on the contract year. Any credits earned after September 1st will be applied to the following contract year. Verification of credits must be in the form of official transcripts or a letter of completion from the instructor.
 - g. Any teacher expecting to make a lane change for the upcoming school year must inform the Superintendent by May 1st for budgeting purposes.
6. Teacher's Fund For Retirement (TFFR):
 - a. Each teacher's contribution to the TFFR shall be deferred as provided by **NDCC 15-39**.
 - b. The School District shall pay the full teacher portion of TFFR for their salary.

One-Line Salary Schedule 2021 - 2022

The minimum salary for teachers employed by the District on a nine month basis is as shown below:

Increment for education:	BA	600		2000	1500				
	BA	BA + 8	BA+16	BA+24	BA+32	MA	MA+8	MA+16	MA+24
	38000	38600	39200	39800	40400	42400	43900	45400	46900

For each year of experience granted, a newly hired teacher will receive **\$450.00** a year.

RETURNING TEACHERS

The North Sargent Public School district shall pay the following education lanes:

Increment for education:	BA	600			2000	1500			
	BA	BA + 8	BA+16	BA+24	BA+32	MA	MA+8	MA+16	MA+24
		600	600	600	600	2000	1500	1500	1500

Guaranteed Annual Increase: The district shall provide each contracted full time teacher with a **\$500.00** annual increase to the teacher's salary compensation package and each part time contracted teacher will receive the proportional amount (ex. 5/7 contracted teacher will receive 5/7 of **\$500.00**).

Additional Teachers Salary Compensation, of **\$500.00**, will be across-the-board increases as negotiated.

No returning teacher shall receive less salary than a new hire with the same or less experience on the same or less education level.

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No returning teacher shall receive less salary than a new hire with the same or less experience on the same or less education level.

C. Fringe Benefits

1. Medical or Cafeteria Plan:

For the **2021-2022** school year, the School District will pay up to **\$8,600.00** for a single, single + dependent, or family plan under the North Sargent group health insurance plan. Those waiving the health insurance benefit, shall receive \$6,000 toward the North Sargent Section 125 Cafeteria Plan.

For the **2022-2023** school year, the School District will pay up to **\$8,600.00** for a single, single + dependent, or family plan under the North Sargent group health insurance plan. Those waiving the health insurance benefit, shall receive \$6,000 toward the North Sargent Section 125 Cafeteria Plan.

2. Master's Degree

The School District shall match (50% District/50% Teacher) **up to \$8000.00** for current Certified Staff toward Master's credits upon completion with passing grade in approved discipline submitted to the Superintendent and approved by the School Board. Upon Completion of the Master's credits the Teacher will be required five years continued service with a **\$1600.00/year** pay back for years not fulfilled.

VII. TEACHER LEAVE

A. Sick Leave

1. A teacher shall earn sick leave at the rate of **ten** days per school year. Sick leave days will be allowed for illness or medical appointments of the teacher or immediate family members (spouse, children, or parents).
2. Unused sick leave days may accumulate maximum credit of **one hundred eighty** days of sick leave per teacher. Teachers who end the year with more than 180 sick days in their bank will be paid at the rate of \$20/day for days over 180.
3. Sick leave with pay shall be allowed whenever a teacher's absence is found to have been due to illness, medical appointment and/or disability, which prevented their attendance and performance of duties on that day or days. The school district may require a teacher to furnish a medical certificate from a qualified physician after three consecutive days of sick leave absence or for pre-arranged medical appointments in order to qualify for sick leave.
4. Sick leave allowed should be deducted from the accrued sick leave days earned by the teacher.
5. Upon termination of employment with the district, a teacher shall be entitled to reimbursement at the rate of **\$25.00** per day, for a maximum of **eighty** days of unused, accumulated sick leave. A teacher must have **five** years of service at North Sargent to be eligible for sick pay reimbursement.
6. Additional sick days may be granted by the school board upon request.
7. Each fall teachers will be allowed to donate **five** sick days from their personal accumulation. To donate sick leave days teachers must notify the Superintendent by September 1 of the current school year. A **fifty** day maximum will be in place in the sick pool. Teachers who have used up their accumulated sick leave and who have gone without pay for at least **three** days may petition the teachers for additional sick days from the sick bank. Each teacher who has donated sick days will have a vote in determining if days from the sick bank are granted. If the teachers approve the request for additional sick days the request then goes to the North Sargent School Board for final approval.
7. Sick Leave shall be taken in quarter, half or full day increments.

B. Emergency Leave

Emergency leave may be granted for a teacher's actual physical inability to arrive at school. In the case of inclement weather, or hazardous travel conditions based upon school cancellation at the point of teacher's location, a teacher will be granted **two** days emergency leave, to be subtracted from accrued sick leave.

C. Funeral Leave

1. Funeral leave will be limited to **five** days each occurrence for members of family including spouse, children, parents, or siblings; **two** days for other family; **one** day for someone not related. Funeral leave is not accumulative.
2. Additional days may be requested through the Superintendent.

D. Sabbatical Leave - (One Year)

1. Sabbatical leave may be granted, at the discretion of the School Board, to work toward a higher level of education.
2. Each teacher seeking a sabbatical leave shall notify the Superintendent in writing of his/her desire to take such leave and indicate the purpose and duration of such leave at least **ninety** days prior to the date on which his/her leave is to begin. The Superintendent will then submit the request to the board at the next regularly scheduled meeting for their approval or disapproval.
3. The teacher who is granted a sabbatical leave pursuant to Section D shall have the following reemployment rights: Having completed the sabbatical leave, the teacher shall immediately be assigned to the same position which they held at the time leave commence, subject to the Master Agreement. Early return from such leave shall be granted at the discretion of the board.
4. Upon notification of leave, the teacher shall have the opportunity to continue benefits provided by the school district at the teacher's own expense.

E. Personal Leave

1. The School Board shall grant **four** days of full salary personal leave to each teacher for personal reasons, subject to the following provisions:
 - a. Unused leave will be paid back to the teacher at **\$150.00/day** at the end of the school year. Teachers have the option to carry over one personal day, accumulative to five days.
 - b. **No more than two teachers, requiring subs, will be permitted to take personal leave on the same day. If more than two teachers, requiring subs, request personal leave for the same day, permission must be granted by the Superintendent.**
 - c. Application for leave must be filed with the Superintendent or Principal **three** days in advance of contemplated leave. The Superintendent or Principal may waive the **three** day provision in emergency situations.
 - d. Personal leave may be taken in quarter, half or full day increments.
 - e. Unless waived by the Superintendent or the Principal, personal leave will not be granted the first **five** days of the school term or the last **five** days of the school term.
2. Once all personal leave is used up a teacher will have the option of paying the substitute teacher for **two** additional days with the approval of the superintendent. Additional days may be taken without pay (**1/184** of the teacher's salary) with approval of the Superintendent.

F. Maternity, Paternity, and Adoption Leave

1. Teacher will be entitled to 20 school days of paid maternity or paternity leave immediately following the birth or adoption of a baby/child. Maternity/Paternity leave will run concurrently with any approved FMLA leave taken for the event.
2. Pregnancy will be treated as any other disability for the purposes of sick leave. A regularly licensed teacher may use up to **thirty** days of accumulated sick leave, and/or personal days. Such leave shall be granted upon written request by the teacher. Upon using the 20 days of paid maternity/paternity and all accumulated sick leave and/or personal days, the teacher shall be granted leave of absence without pay and no additional benefits may accrue, however those benefits already accrued shall not be forfeited.

3. While on maternity leave a teacher shall have the option to remain an active participant in the fringe benefit program by contributing the total required to maintain active participation. Eligibility for participation in any of the fringe benefit programs is contingent upon acceptance by the agencies involved.
4. **Two** days leave may be granted for adoption proceedings. If additional days are needed a request must be submitted to the Superintendent. The days used for adoption proceedings will be subtracted from accumulative sick leave.

G. Additional Leave

An employee who is absent beyond the amount of time authorized will have **1/184** of his/her annual salary deducted for each day absent. Annual salary does not include extracurricular salary.

VIII. RATIFICATION

This Agreement is signed this 17th day of May, 2021.

IN WITNESS THEREOF:

For the Education Association of
NORTH SARGENT



Markie Toso – NS Education Association Head Negotiator



Traci Hanson – NS Education Association Negotiator

For the Board of Education of
NORTH SARGENT



Kristin Beck – NS Board President



Derrick Hansen – NS Board Negotiator



Donna Anderson – NS Business Manager