

2021-2022

2022-2023

Master Agreement

Sargent Central Public School

575th St. SW

Forman, ND 58032

Teacher Negotiation Ground Rules

1. Negotiation Teams

- a. Sargent Central Board Team Members
 - i. Jen Christianson
 - ii. Glen Hill
 - iii. Jayne Pfau
- b. Sargent Central Education Association Team Members
 - i. Kaia Mahrer
 - ii. Eric Wasvick
 - iii. Dana Wyum

2. Superintendent and Business Manager Roles

- a. Serve as resource people to both board and teacher negotiation teams

3. Meeting Dates, Notices, and Location

- a. Dates and Times
 - i. April 7th, 2021 at 6 pm
 - ii. April 12th, 2021 at 4 pm
 - iii. April 16th, 2021 at 4 pm
- b. Location
 - i. All meetings in the school library

4. Length of Meeting

- a. Meetings will be scheduled for 2 hours, unless both parties agree to go beyond this time
 - i. Meeting can be dismissed before 2 hours if all material is covered and presented

5. Chairperson

- a. The position of chairperson for each meeting will alternate between a member of the board negotiations committee and a member of the teachers' representatives

6. Caucus

- a. The board negotiations committee and teacher representatives have a right to caucus, outside of each other's presence. The board or any authorized subcommittee of the board may hold an executive session order under section 15.1-16-22 to discuss negotiating strategies.

7. Minutes

- a. The board negotiations committee or business manager shall prepare minutes of the negotiations meetings and distribute them by the deadline for meeting handouts. The teachers' representatives may also take minutes.
- b. Minutes are subject to both teams' approval before they become official.

8. Agenda for Next Meeting

- a. Before adjournment of a negotiations meeting, an agenda must be prepared for the next meeting.

- b. Items may be added to the agenda up to 6 hours prior to the next meeting or upon consent of the board negotiations committee and teachers' representatives.
- c. Agenda items may not be added at the meeting.
- d. No new proposals after second meeting.

9. Media Releases

- a. All releases must be made jointly, either in the presence of both spokespersons or by a joint conference call.

10. Negotiating and Agreeing to Proposals

- a. The board negotiations committee and teachers' representatives shall determine by coin toss who selects the first item to be discussed. Thereafter, the parties shall alternate selecting items until all items have been discussed.
- b. As agreement is reached on an item, the language must be initialed and dated by the board's and teachers' chief negotiators.
- c. Any initialed item may only be reopened for amendment by consent of the board negotiations committee and teachers' representatives.
 - i. Such agreements are only tentative until negotiations are complete and the entire agreement is ratified by both sides or until the Board issues unilateral contracts.
- d. Items that are not agreed upon must be tabled and given reconsideration only after all other items have been considered.

11. Tabled Items

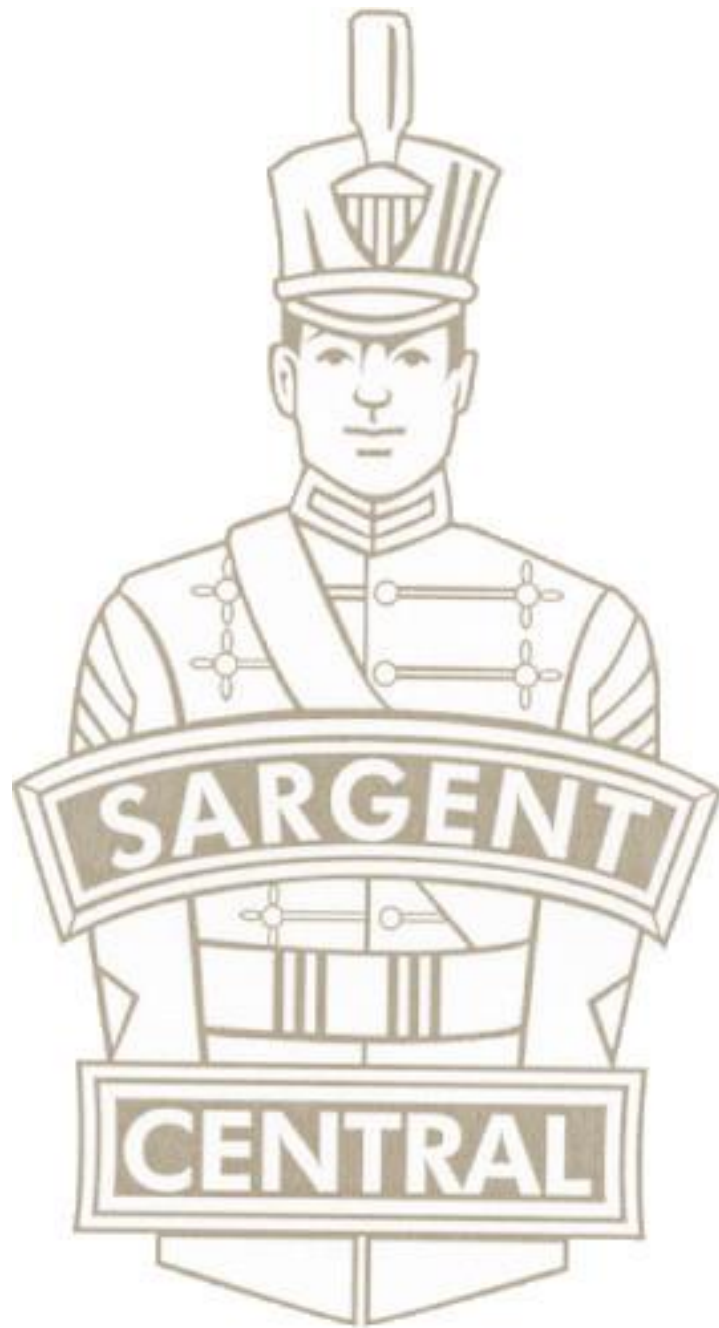
- a. Parties will make a good faith effort to reach agreement on tabled items. If agreement cannot be reached, parties agree to initiate the proceedings for impasse.

12. Ratification

- a. Both parties have five business days to ratify the agreement. If either party fails to ratify the agreement by this deadline, it shall inform the other party of the items(s) still in contention.
 - b. This ratification rule does not prevent declaration of impasse or issuance of unilateral contracts.
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2021-2022 Base Salary

Section 1

I.01 New Hires

- a. The minimum salary for teachers employed by the district on a nine-month basis (table 1)

Table 1

Base \$40,000														
	BS+0	BS+8	BS+16	BS+24	BS+32	BS+40	BS+48	MS+0	MS+8	MS+16	MS+24	MS+32	MS+40	MS+48
0	\$40,000	\$40,500	\$41,000	\$41,500	\$42,000	\$42,500	\$43,000	\$44,000	\$44,500	\$45,000	\$45,500	\$46,000	\$46,500	\$47,000
1	\$40,500	\$41,000	\$41,500	\$42,000	\$42,500	\$43,000	\$43,500	\$44,500	\$45,000	\$45,500	\$46,000	\$46,500	\$47,000	\$47,500
2	\$41,000	\$41,500	\$42,000	\$42,500	\$43,000	\$43,500	\$44,000	\$45,000	\$45,500	\$46,000	\$46,500	\$47,000	\$47,500	\$48,000
3	\$41,500	\$42,000	\$42,500	\$43,000	\$43,500	\$44,000	\$44,500	\$45,500	\$46,000	\$46,500	\$47,000	\$47,500	\$48,000	\$48,500
4	\$42,000	\$42,500	\$43,000	\$43,500	\$44,000	\$44,500	\$45,000	\$46,000	\$46,500	\$47,000	\$47,500	\$48,000	\$48,500	\$49,000
5	\$42,500	\$43,000	\$43,500	\$44,000	\$44,500	\$45,000	\$45,500	\$46,500	\$47,000	\$47,500	\$48,000	\$48,500	\$49,000	\$49,500
6		\$43,500	\$44,000	\$44,500	\$45,000	\$45,500	\$46,000	\$47,000	\$47,500	\$48,000	\$48,500	\$49,000	\$49,500	\$50,000
7		\$44,000	\$44,500	\$45,000	\$45,500	\$46,000	\$46,500	\$47,500	\$48,000	\$48,500	\$49,000	\$49,500	\$50,000	\$50,500
8		\$44,500	\$45,000	\$45,500	\$46,000	\$46,500	\$47,000	\$48,000	\$48,500	\$49,000	\$49,500	\$50,000	\$50,500	\$51,000
9		\$45,000	\$45,500	\$46,000	\$46,500	\$47,000	\$47,500	\$48,500	\$49,000	\$49,500	\$50,000	\$50,500	\$51,000	\$51,500
10		\$45,500	\$46,000	\$46,500	\$47,000	\$47,500	\$48,000	\$49,000	\$49,500	\$50,000	\$50,500	\$51,000	\$51,500	\$52,000
11			\$46,500	\$47,000	\$47,500	\$48,000	\$48,500	\$49,500	\$50,000	\$50,500	\$51,000	\$51,500	\$52,000	\$52,500
12			\$47,000	\$47,500	\$48,000	\$48,500	\$49,000	\$50,000	\$50,500	\$51,000	\$51,500	\$52,000	\$52,500	\$53,000
13			\$47,500	\$48,000	\$48,500	\$49,000	\$49,500	\$50,500	\$51,000	\$51,500	\$52,000	\$52,500	\$53,000	\$53,500
14			\$48,000	\$48,500	\$49,000	\$49,500	\$50,000	\$51,000	\$51,500	\$52,000	\$52,500	\$53,000	\$53,500	\$54,000
15			\$48,500	\$49,000	\$49,500	\$50,000	\$50,500	\$51,500	\$52,000	\$52,500	\$53,000	\$53,500	\$54,000	\$54,500
16				\$49,500	\$50,000	\$50,500	\$51,000	\$52,000	\$52,500	\$53,000	\$53,500	\$54,000	\$54,500	\$55,000
17				\$50,000	\$50,500	\$51,000	\$51,500	\$52,500	\$53,000	\$53,500	\$54,000	\$54,500	\$55,000	\$55,500
18				\$50,500	\$51,000	\$51,500	\$52,000	\$53,000	\$53,500	\$54,000	\$54,500	\$55,000	\$55,500	\$56,000
19				\$51,000	\$51,500	\$52,000	\$52,500	\$53,500	\$54,000	\$54,500	\$55,000	\$55,500	\$56,000	\$56,500
20				\$51,500	\$52,000	\$52,500	\$53,000	\$54,000	\$54,500	\$55,000	\$55,500	\$56,000	\$56,500	\$57,000
21					\$52,500	\$53,000	\$53,500	\$54,500	\$55,000	\$55,500	\$56,000	\$56,500	\$57,000	\$57,500
22					\$53,000	\$53,500	\$54,000	\$55,000	\$55,500	\$56,000	\$56,500	\$57,000	\$57,500	\$58,000
23					\$53,500	\$54,000	\$54,500	\$55,500	\$56,000	\$56,500	\$57,000	\$57,500	\$58,000	\$58,500
24					\$54,000	\$54,500	\$55,000	\$56,000	\$56,500	\$57,000	\$57,500	\$58,000	\$58,500	\$59,000
25					\$54,500	\$55,000	\$55,500	\$56,500	\$57,000	\$57,500	\$58,000	\$58,500	\$59,000	\$59,500
26						\$55,500	\$56,000	\$57,000	\$57,500	\$58,000	\$58,500	\$59,000	\$59,500	\$60,000
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31							\$58,500	\$59,500	\$60,000	\$60,500	\$61,000	\$61,500	\$62,000	\$62,500
32							\$59,000	\$60,000	\$60,500	\$61,000	\$61,500	\$62,000	\$62,500	\$63,000
33							\$59,500	\$60,500	\$61,000	\$61,500	\$62,000	\$62,500	\$63,000	\$63,500
34							\$60,000	\$61,000	\$61,500	\$62,000	\$62,500	\$63,000	\$63,500	\$64,000
35							\$60,500	\$61,500	\$62,000	\$62,500	\$63,000	\$63,500	\$64,000	\$64,500
36							\$61,000	\$62,000	\$62,500	\$63,000	\$63,500	\$64,000	\$64,500	\$65,000
37							\$61,500	\$62,500	\$63,000	\$63,500	\$64,000	\$64,500	\$65,000	\$65,500
38							\$62,000	\$63,000	\$63,500	\$64,000	\$64,500	\$65,000	\$65,500	\$66,000
39							\$62,500	\$63,500	\$64,000	\$64,500	\$65,000	\$65,500	\$66,000	\$66,500
40							\$63,000	\$64,000	\$64,500	\$65,000	\$65,500	\$66,000	\$66,500	\$67,000

- b. Any teacher hired into the system may, at the discretion of the school board, be allowed five, (5), years of prior teaching experience from another system. For each year of experience granted, a newly hired teacher will receive \$500.00 a year for each year they bring into the system.

I.02 Credits Earned Beyond the Masters Lane

MA/MS; shall be approved coursework which clearly demonstrates a benefit to Sargent Central academic programs and field of study.

I.03 Extracurricular Assignments

Co-curricular monetary compensation is paid two times per designated coaching season with the 1st compensation paid out at the halfway point of the contracted regular season schedule with the final co-curricular monetary compensation paid out when all checkout procedures with the Activities Director, Secondary Principal and/or Superintendent are completed.

I.04 Credit Hour Requirements

Four semester hours must be earned every five (5) years, unless the teaching certificate is required for renewal after July 1st, 2011 then six semester credits are required.

2022-2023 Base Salary

Section 2

II.01 New Hires

- a. The minimum salary for teachers employed by the district on a nine-month basis (table 2)

Table 2

Base \$40,000														
	BS+0	BS+8	BS+16	BS+24	BS+32	BS+40	BS+48	MS+0	MS+8	MS+16	MS+24	MS+32	MS+40	MS+48
0	\$40,000	\$40,500	\$41,000	\$41,500	\$42,000	\$42,500	\$43,000	\$44,000	\$44,500	\$45,000	\$45,500	\$46,000	\$46,500	\$47,000
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32							\$59,000	\$60,000	\$60,500	\$61,000	\$61,500	\$62,000	\$62,500	\$63,000
33							\$59,500	\$60,500	\$61,000	\$61,500	\$62,000	\$62,500	\$63,000	\$63,500
34							\$60,000	\$61,000	\$61,500	\$62,000	\$62,500	\$63,000	\$63,500	\$64,000
35							\$60,500	\$61,500	\$62,000	\$62,500	\$63,000	\$63,500	\$64,000	\$64,500
36							\$61,000	\$62,000	\$62,500	\$63,000	\$63,500	\$64,000	\$64,500	\$65,000
37							\$61,500	\$62,500	\$63,000	\$63,500	\$64,000	\$64,500	\$65,000	\$65,500
38							\$62,000	\$63,000	\$63,500	\$64,000	\$64,500	\$65,000	\$65,500	\$66,000
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- b. Any teacher hired into the system may, at the discretion of the school board, be allowed five, (5), years of prior teaching experience from another system. For each year of experience granted, a newly hired teacher will receive \$500.00 a year for each year they bring into the system

II.02 Credits Earned Beyond the Masters Lane

MA/MS; shall be approved coursework which clearly demonstrates a benefit to Sargent Central academic programs and field of study.

II.03 Extracurricular Assignments

Co-curricular monetary compensation is paid two times per designated coaching season with the 1st compensation paid out at the halfway point of the contracted regular season schedule with the final co-curricular monetary compensation paid out when all check out procedures with the Activities Director, Secondary Principal and/or Superintendent are completed.

II.04 Credit Hour Requirements

Four semester hours must be earned every five (5) years, unless the teaching certificate is required for renewal after July 1st, 2011 then six semester credits are required.

Co-Curricular Salary Lines

Section 3

III.01

		Contractual 2021-2022	Contractual 2022-203
Music - High School		\$4,803	\$4,803
Music - Elementary		\$4,803	\$4,803
Speech		\$3,362	\$3,362
One Act Play		\$1,500	\$1,500
Class Advisor	Senior	\$340	\$340
	Junior	\$704	\$704
	Sophomore	\$704	\$704
	Freshman	\$704	\$704
Annual		\$2,882	\$2,882
eSports (spring season)	Head	\$3,100	\$3,100
FCCLA		\$500	\$500
National Honor Society		\$300	\$300
Student Council Advisor		\$600	\$600
Little Cadets Athletics	5th/6th	\$1000	\$1000
	3rd/4th	\$500	\$500
	1st/2nd	\$500	\$500
Prom Advisor		\$750	\$750

III.02 Extracurricular Contract

Extracurricular contracts will be issued independently from teacher contracts if the contracted staff is offered extracurricular assignment(s).

III.03 Co-Coaches

With superintendent approval, extra-curricular coaching positions may be split to accommodate co-coaches with extra-curricular salary prorated equitably to both coaches.

III.04 Experience Pay

Returning coaches fulfilling the same coaching position will receive a 2% pay increase from the prior year extracurricular contracted amount with a five (5) year maximum experience pay.

III.05 State Events

Head coaches will be provided professional leave with paid mileage, paid room and board to attend same sport state event(s).

Salary Credit Hours

Section 4

IV.01 Undergraduate Hours

If undergraduate hours are desired to effect lane change, obtain superintendent and/or school board approval. This does not count towards hours needed for basic credential.

IV.02 Credit Hour Payment

The School Board will pay up to \$75.00 per credit hour of education. These hours are those that qualify for lane change. Payment will be made to the teacher upon completion of the course. Any other stipend will be deducted from the amount.

IV.03 Renewal Application

Certified teacher renewal requirements to follow state requirements.

North Dakota Educational Standards and Practices Board licensure renewal for certified staff is reimbursed to the renewal applicant at \$125.00

IV.04 Lane Change Deadlines

Teachers may change salary lanes on the salary guide by submitting written intent before June 1 on the proposal to advance salary lanes and provide a transcript of the necessary college credits to the Superintendent's office no later than September 15th **for 100 percent lane change amount and/or 50 percent by January 15th**. No lane change will be allowed after **January 15th**.

Free Meals and Extra Duty Pay

Section 5

V.01 Free Breakfast and Lunch

No charge school provided breakfast and lunch.

V.02 Substitute Service

Subject to the administration's prior approval of the assignment of a teacher as a substitute during that teacher's preparation period, the teacher will be compensated at the rate of \$20.00 for each period of pre-approved substitute service rendered.

V.03 Committee Work

Compensation for committee work will be limited to an honorarium for in-service in the textbook selection committee and the AdvancEd Committee. The amount of honorarium is to be determined by the Superintendent.

V.04 Contract Dates

Sargent Central Teachers shall be under contract beginning the first day of school, Department of Public Instruction calendar 180 student contact days and 182 calendar days ending the last day of school. Additional days if required by the school will be compensated at the rate of \$150.00 per day.

Continuing Education

Section 6

VI.01 Semester Hours

Every teacher must earn six semester hours of credits every five years 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.

School Hours

Section 7

VII.01 School Day

The school day for teachers will begin at 7:45 am and conclude at 3:45 pm.

Insurance Allowance

Section 8

VIII.01 Health Insurance

Sargent Central Public School will pay an allowance for health insurance as follows:

	2021-2022	2022-2023
Family Plan	\$10,210.00	\$10,210.00
Single W/D	\$7,650.00	\$7,650.00
Single Plan	\$6,332.00	\$6,332.00

VIII.02 Allowance Excess

If this dollar amount is an excess of the insurance policy premium, only the amount of the premium will be paid. Staff members may have their group health insurance premium paid up to the amount negotiated for the premium payment or the employee may take the annuity option.

Annuity

Section 9

IX.01 Annuity Amount

Teachers have the option of receiving the insurance allowance or an annuity in the amount of \$5,000 but not both.

IX.02 Annuity Companies

There shall be a maximum number of five tax deferred annuity companies from which each teacher may choose to participate. The teacher will make a choice of the company in which he/she would like the annuity deposited. Sargent Central Public School’s adopted 403(b) Plan is the governing document for staff participation.

North Dakota Teacher Funding for Retirement (TFFR)

Section 10

X.01 Model 2 – Full

Sargent Central Public School District shall tax shelter teacher payments of teachers’ retirement in accordance with state law. The Sargent Central School Board will pay 100% of Teachers Funding for Retirement tax shelter as per TFFR (7.75) policy, Model 2 – Full (24.5%).

Professional Negotiation Agreement

Section 11

XI.01 Welfare of the Children

Preface: The Sargent Central Public School Board and the recognized negotiating unit do hereby agree that the welfare of the children of Sargent Central School District #6 is paramount in the operation of the school and will be promoted by both the recognized negotiating unit and School Board. The Association and School Board agree as follows:

XI.02 Negotiations Unit

Recognition: The Sargent Central School Board, herein-after referred to as the School Board, recognizes that teaching is a profession. The School Board recognizes the appropriate negotiations unit, herein-after referred to as the recognized negotiating unit as the representative of all the certified teachers employed or to be employed, for the purpose of negotiation on matters of mutual concern, upon request.

XI.03 Elected Representatives

The recognized negotiating unit recognized the School Board as the elected representatives of the people of the Sargent Central School District #6 and as the employer of the certified personnel of the district.

XI.04 North Dakota Century Code

Both parties recognize the North Dakota Century Code as the basis for negotiations in North Dakota Public Schools and do hereby agree to operate.

XI.05 School Board Rights

The School Board, on its own behalf, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by applicable law, rules and regulations to establish the framework of school policies and projects including the right:

1. To executive management and administrative control of the school system and its properties, programs and facilities.
2. To employ and re-employ all personnel and subject to the provisions of law or State Department of Public Instruction (DPI), determine their dismissal, their demotion, and their promotion.
3. To establish and supervise the program of instruction and make the necessary assignments for all programs of extra-curricular nature for the benefit of the students.
4. To determine means and methods of instruction, selection of textbooks and other teaching materials, the use of teaching aids, class schedules, hours of instruction, class size, teaching load, length of school year and the school calendar. Teacher recommendations will be evaluated in determining decisions relevant to areas mentioned in this paragraph. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the School Board, the adoption of policies, rules, regulations and practices shall not be limited.

XI.06 Professional Agreement

All teachers in the Sargent Central School District #6 are represented by the professional negotiation agreement.

Sick Leave

Section 12

XII.01 Sick Days Amount

Each teacher shall be entitled to ten (10) days sick leave per school year. Unused sick leave will be capped at 180 days. A file shall be kept in the central office pertaining to sick leave and shall be available for examination by the teacher at any time convenient to both parties. A doctor's statement may be requested if sick leave is in excess of three (3) consecutive days.

XII.02 Unused Sick Leave

Teachers shall be paid for any unused sick leave up to twenty (20) days at substitute rate, provided written notice of resignation is received up to and including March 1st and paid substitute rate of sick

leave for ten (10) days, provided written notice of resignation is received after March 2nd through the end of the school term for the succeeding school term. If a certified staff member is reduced-in-force, by April 15th they will be compensated at substitute rate for unused sick leave up to twenty (20) days.

Sick Leave Bank

Section 13

XIII.01 Donate Sick Days

A staff member may choose to donate sick leave day(s).

XIII.02 Donated Sick Days Rollover

All donated days to the sick leave bank which are unused are rolled into the following school year.

XIII.03 Sick Leave Update

Staff will be informed of the need and opportunity for donating to the sick leave bank.

XIII.04 Sick Leave Donation – Letter

A staff member choosing to donate sick leave will indicate his or her wishes to donate a day(s) of sick leave by writing a formal letter with signature and date to the superintendent with identification of sick leave bank donation request.

XIII.05 Sick Leave Bank Request

A staff member choosing to use the sick leave bank will do so by completing the available sick leave bank request form and submitting it to the superintendent.

XIII.06 Sick Leave Committee

A committee made up of the Superintendent, Principal, and School Board President shall review the sick leave bank request on a case by case basis to determine its eligibility. The teacher, after having used all of his or her sick leave days, may need to provide doctor documentation to substantiate utilization of sick leave bank day(s).

Personal Leave

Section 14

XIV.01 Personal Leave Amount

Up to five (5) days of paid non-accumulative personal leave may be used by each teacher per school year. Personal leave may be taken by the teacher without loss of pay or other benefits, with the following provision:

1. Teacher requested leave must be granted at the discretion of the administration and the teachers may be asked for an explanation.

XIV.02 Granting Personal Leave

Personal leave may be granted provided a qualified substitute is available and there are not an excessive number of teachers requesting leave on the same day.

XIV.03 Increments

Personal leave must be taken in increments of at least one-half (1/2) days.

XIV.04 In House Substitutes

If the principal is unable to find a substitute because of short notice, he/she may assign other teachers to cover the class period or periods, for no more than one school day, on a basis agreeable to such staff members and the principal.

XIV.05 Emergency Circumstances

Staff may use sick or personal leave for any emergency related circumstances.

Sabbatical Leave

Section 15

XV.01 Date Deadlines

Sabbatical leave may, at the discretion of the School Board, be granted to a teacher subject to the following terms and conditions.

1. A teacher seeking sabbatical leave shall notify the superintendent in writing before April 15th, prior to the school year in which the sabbatical leave is to be taken the superintendent will submit the request to the School Board for its approval.
2. The teacher who was granted a sabbatical leave, shall notify the proper administrator by March 1st during the year of the sabbatical on his/her intentions of returning or not returning to the district.

Paid Parental Leave

Section 16

XVI.01 Purpose

In order to assist and support new parent relationships through its leave policies and programs and to assist with balancing work and family matters, Sargent Central Public School is providing Paid Parental Leave. This policy provides eligible employees with a period of paid time off for activities related to the care and well-being of their newborn or adopted child.

XVI.02 Length of Time

Sargent Central Public School will provide up to 12 consecutive weeks (60 work days) of 100% paid parental leave to the eligible parent serving as the primary caregiver following the birth or adoption of a child.

XVI.03 Eligibility

Staff must meet the one year eligibility requirement as of the last day worked before this benefit will go into effect. Payment for Paid Parental Leave will be paid on regular payroll dates.

XVI.04 Caregiver Designation

If both parents work for Sargent Central Public School, then only one parent can be designated as a primary caregiver.

XVI.05 Definitions

Eligible parent - natural parent, same sex spousal equivalent, or a new adoptive parent who is the primary caregiver (see definition below). An individual that adopts a spouse or partner's child(ren) is not eligible for this benefit.

Primary caregiver - someone who has primary responsibility for the care of a child immediately following the birth or the coming of the child into the custody, care and control of the parent for the first time. This definition applies to both births and adoptions.

XVI.06 Eligibility Hours

Sargent Central Public School staff regularly working 30 or more hours per week who have been employed for the previous school year and have worked for at least one thousand two hundred fifty (1,250) hours during the prior twelve (12) month period are eligible for the Paid Parental Leave.

XVI.07 Eligible Period

Staff members are eligible to receive Paid Parental Leave during the first 12 weeks following the birth or adoption of a child.

XVI.08 Work Days

An eligible Sargent Central Public School employee may be provided up to 12 weeks (60 consecutive work days) of paid parental leave.

XVI.09 Affidavit Letter

An employee who is anticipating a leave due to the birth or adoption of a child shall submit a completed Paid Parental Leave Request/Primary Caregiver Affidavit to the Superintendent at least 60 days prior to the proposed commencement of the leave period.

XVI.10 Approval/Denial

The Superintendent of Sargent Central Public School reserves the right to approve or deny any and all requested paid parental leave requests.

Breach of Contract Policy

Section 17

XVII.01 Damage Payments

Any teacher who signs a contract to teach in Sargent Central School District #6 and then breaks the contract shall be liable for the following damage payments:

1. July 1 to July 31
 - a. 4% of gross contract
2. August 1 to School Starts
 - a. 6% of gross contract
3. During school year
 - a. 8% of gross contract

XVII.02 Right to Waive

The school board reserves the right to waive the above breach of contract penalties.

Grievance Overview

Section 18

XVIII.01

The objective of the grievance procedure is to insure an opportunity for professional staff members and administrators to have unobstructed communications with one another and the School Board with respect to alleged grievances through recognized channels to contribute to the development of improved morale and effectiveness of the professional staff members, administrators and the School Board.

XVIII.02

The purpose of this article is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise during the administration of the agreement.

XVIII.03

Every teacher covered by this agreement shall have the right to present grievances in accordance with these procedures. Nothing contained in this article, or elsewhere in this agreement, shall be construed to prevent any individual employee from informally discussing a misinterpretation, or misapplication of the negotiated agreement or of the individual teacher's contract with the administration and having it adjusted without the use of this procedure, provided the adjustment is not inconsistent with this agreement.

XVIII.04

A teacher who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.

XVIII.05

Failure of a teacher of the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. The failure to render a decision or hold a conference or meeting as required herein within the time limits shall permit the grievance to proceed to the next step. Time limits, however, may be extended by mutual agreement.

XVIII.06

Any teacher has a right to be represented in the same grievance procedure. The teacher shall present at any grievance discussion or hearing when the administration and/or the Association deem it necessary.

XVIII.07

Hearings and conferences under this procedure shall be conducted after school hours.

XVIII.08

It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or Association shall be conducted so as to result in no interference with, or interruption whatsoever of, instructional programs and related work activities of the teaching staff.

XVIII.09

In the event of a grievance, the grievant shall perform his/her assigned work tasks during the grievance proceedings.

XVIII.10

It is agreed that this grievance procedure shall be the exclusive formal remedy for adjudicating the misapplication of the alleged negotiated agreement or of the individual teacher's contract.

XVIII.11

If at any step of the grievance proceedings, a grievant receives the relief sought, the proceedings shall terminate.

XVIII.12

All documents, communications and records dealing with grievance shall not become part of the teacher's personnel file.

Grievance Definitions

Section 19

XIX.01

A grievance is an allegation by a teacher that there has been a violation, misinterpretation, or misapplication of the negotiated agreement or of the individual teacher's contract.

XIX.02

The term "days" when used in this article, shall, except where otherwise indicated, mean school days.

XIX.03

Only one complaint shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the issue involved, the relief sought, the date the incident or violation took place, the specific section of the agreement that the grievance alleges to have violated, the signature of the grievant and the date. In the event more than one grievance is simultaneously filed, setting forth the same identical complaint, they shall proceed through the grievance procedure jointly.

XIX.04

Any notice required hereunder to be given to the School Board shall be served upon the business manager of the district. Any notice required hereunder to be given the Association shall be served upon the president(s) of the Association or other officer of the Association. Notice shall be deemed completed upon receipt of the notice by the party being served. Service may be made personally or by certified or registered mail and the return receipt shall be evidence of compliance with notice requirement

Grievance Procedure

Section 20

XX.01

FIRST STEP: If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing with his or her immediate supervisor or principal within thirty (30) days from the date of the occurrence of the event giving rise to the grievance.

1. The immediate supervisor or principal shall hold a conference with the grievant within four (4) days of the receipt of the grievance.
2. The immediate supervisor or principal shall make a decision on the grievance and communicate it in writing to the grievant and the Association within five (5) days after the conference.

XX.02

SECOND STEP: In the event a grievance has not been satisfactorily resolved as the first step, the grievant shall file within five (5) days of the immediate supervisor's or principal's written decision at the first step, a copy of the grievance with the superintendent.

1. Within ten (10) days after such written grievance is filed, the grievant, his/her representative, and the superintendent, or his designee, shall meet and decide and communicate it in writing to the grievant, the principal or immediate supervisor, and the Association within five (5) days after the meeting.

XX.03

THIRD STEP: In the event the grievance is not satisfactorily resolved at the second step, the grievant shall file, within five (5) days of the superintendent's written decision at the second step, a copy of the grievance with the School Board.

1. Within ten (10) days after such written grievance is received by the business manager of the district, the School Board shall hold a meeting with the grievant, his/her representative, the principal or supervisor and the superintendent.
2. The business manager of the district shall give notice of the meeting date to the grievant and the president(s) or other officer of the Association.
3. The School Board shall make a decision and communicate it in writing to the teacher, the Association, and the superintendent within ten (10) days after the meeting.

XX.04

FOURTH STEP: Within ten (10) school days after receiving the decision of the school board, an appeal from the decision may be made by requesting local mediation. Within (10) school days after receiving a written request from the teacher, the school board shall select a mediator and the teacher a mediator. The two (2) mediators shall meet and select a third member. The mediators shall examine the grievance information, interpret the grievance, and submit a written recommendation to the school board and the teacher. The arbitrators' decision shall be binding to both parties.

Savings Clause

Section 21

XXI.01

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, may be automatically deleted from this Agreement 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 Agreement if not affected by the deleted article, section or clause.

Duration Clause

Section 22

XXII.01

This agreement will automatically be renewed and will continue in force for additional periods of one (1) year unless either party gives notice to the other party, before February 16th, prior to the anniversary date of this agreement, of its desire to reopen certain provisions of this agreement and/or additions to this agreement, and to negotiate over some of the 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 until a settlement occurs. All salaries, benefits, and working conditions agreed upon in the successor agreement will be retroactive to the anniversary date of this agreement. In the event of a two-year contract, negotiations may be opened after the first year for items other than salary schedule and fringe benefits upon proper petition as mentioned above.

Agreement

Section 23

XXIII.01

This agreement between the Sargent Central School District #6 Board of Education and the Sargent Central Education Association supersedes all other agreements. The signing of this agreement renders all prior agreements null and void. This agreement will have a duration of July 1st, 2021 to June 30th, 2023.

Kaia Mahrer
Sargent Central Education Association Team Member

Jen Christianson
Sargent Central School Board Member

Dana Wyum
Sargent Central Education Association Team Member

Glen Hill
Sargent Central School Board Member

Eric Wasvick
Sargent Central Education Association Team Member

Jayne Pfau
Sargent Central School Board Member

Adopted by School Board

Section 24

XXIV.01

The Sargent Central School District #6 Board of Education and its special school board meeting held on Wednesday, April 21st, 2021 approved the above-mentioned negotiation agreement.

Neil Planteen
Sargent Central School Board Chairperson