ST. JOHN SCHOOL DISTRICT #3

MASTER CONTRACT

2021 - 2023

AMENDED AND APPROVED BY
THE ST. JOHN BOARD OF
EDUCATION
APRIL 9, 2021
ST. JOHN SCHOOL DISTRICT #3

A. REPRESENTATION:

1. The Board of Education of St. John Public School District #3, St. John, North Dakota and the St. John Teachers’ Association do hereby agree that the welfare of the children of St. John Public School District #3 is paramount in the operation of the school and will be promoted by both parties and do hereby agree as follows:

B. CONTRACT EXTENSIONS:

1. The negotiating process shall begin no later than March 1st.

2. Contracts will be issued after the second Tuesday in March and/or when the negotiating process is complete for the coming year.

C. SALARY SCHEDULE

1. Rules and regulations are necessary in the application of a salary schedule. The salary schedule and policies listed below have been proposed for the 2021-2023 school years.

   a. For school years 2021-2023 the base shall be $47,000.00 and an experience step shall be granted. Other benefits to be supplied by the School District are a single health insurance policy as listed in 1.e., free meals and an IRS Section 125 Flexible Benefit Plan. Such plan will not require the District to make any employer contributions other than the initial charge for enrolling the District in the plan. Certified personnel may not have any additional personal deductions withheld from their salary without School Board approval.

   b. The schedule will include five (5) professional steps with the first four (4) at $600 each, a +48/Masters step at $2500 (MASTER DEGREE MUST BE IN TEACHER’S FIELD OF EDUCATION), and thirty-two (32) experience steps at the following increments. Steps one through ten receive $400.00, steps eleven through twenty receive $550.00, and steps twenty-one through thirty-two receive $700.00. Please see the attached schedule.

   c. Payroll Deduction of Dues: The School District will provide for payroll deduction of dues for local, state, and National Teachers’ Association providing the individual teacher has made the request in writing to the School District Business Manager.

   d. State income tax and social security shall be deducted as required by law. The School District shall pay the full cost of the teacher’s share of Teachers’ Fund for Retirement (TFFR).

   e. St. John School District #3 will provide a paid single health insurance policy with the District’s group insurance.

   f. If a teacher chooses not to use the above stated benefit, they will have the amount of the single health insurance policy added to their monthly salary.

   g. Salary and fringe benefits are based upon the percentage of time worked by a part-time employee.
<table>
<thead>
<tr>
<th>Steps</th>
<th>BA/BS</th>
<th>+ 8 Credits</th>
<th>+ 16 Credits</th>
<th>+ 24 Credits</th>
<th>+ 32 Credits</th>
<th>+ 48 or Master</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>47,000</td>
<td>47,600</td>
<td>48,200</td>
<td>48,800</td>
<td>49,400</td>
<td>51,900</td>
</tr>
<tr>
<td>1</td>
<td>47,400</td>
<td>48,000</td>
<td>48,600</td>
<td>49,200</td>
<td>49,800</td>
<td>52,300</td>
</tr>
<tr>
<td>2</td>
<td>47,800</td>
<td>48,400</td>
<td>49,000</td>
<td>49,600</td>
<td>50,200</td>
<td>52,700</td>
</tr>
<tr>
<td>3</td>
<td>48,200</td>
<td>48,800</td>
<td>49,400</td>
<td>50,000</td>
<td>50,600</td>
<td>53,100</td>
</tr>
<tr>
<td>4</td>
<td>48,600</td>
<td>49,200</td>
<td>49,800</td>
<td>50,400</td>
<td>51,000</td>
<td>53,500</td>
</tr>
<tr>
<td>5</td>
<td>49,000</td>
<td>49,600</td>
<td>50,200</td>
<td>50,800</td>
<td>51,400</td>
<td>53,900</td>
</tr>
<tr>
<td>6</td>
<td>49,400</td>
<td>50,000</td>
<td>50,600</td>
<td>51,200</td>
<td>51,800</td>
<td>54,300</td>
</tr>
<tr>
<td>7</td>
<td>49,800</td>
<td>50,400</td>
<td>51,000</td>
<td>51,600</td>
<td>52,200</td>
<td>54,700</td>
</tr>
<tr>
<td>8</td>
<td>50,200</td>
<td>50,800</td>
<td>51,400</td>
<td>52,000</td>
<td>52,600</td>
<td>55,100</td>
</tr>
<tr>
<td>9</td>
<td>51,200</td>
<td>51,800</td>
<td>52,400</td>
<td>53,000</td>
<td>55,000</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>51,600</td>
<td>52,200</td>
<td>52,800</td>
<td>53,400</td>
<td>55,000</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>52,150</td>
<td>52,750</td>
<td>53,350</td>
<td>53,950</td>
<td>56,450</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>52,700</td>
<td>53,300</td>
<td>53,900</td>
<td>54,500</td>
<td>57,000</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>53,250</td>
<td>53,850</td>
<td>54,450</td>
<td>55,050</td>
<td>57,550</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>53,800</td>
<td>54,400</td>
<td>55,000</td>
<td>55,600</td>
<td>58,100</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>54,350</td>
<td>54,950</td>
<td>55,550</td>
<td>56,150</td>
<td>58,650</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>54,900</td>
<td>55,500</td>
<td>56,100</td>
<td>56,700</td>
<td>59,200</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>56,050</td>
<td>56,650</td>
<td>57,250</td>
<td>57,850</td>
<td>59,750</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>56,600</td>
<td>57,200</td>
<td>57,800</td>
<td>60,300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>57,150</td>
<td>57,750</td>
<td>58,350</td>
<td>60,800</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>58,300</td>
<td>58,900</td>
<td>61,400</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>59,000</td>
<td>59,600</td>
<td>62,100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>59,700</td>
<td>60,300</td>
<td>62,800</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>63,500</td>
</tr>
<tr>
<td>24</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>64,200</td>
</tr>
<tr>
<td>25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>64,900</td>
</tr>
<tr>
<td>26</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>65,600</td>
</tr>
<tr>
<td>27</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>66,300</td>
</tr>
<tr>
<td>28</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>67,000</td>
</tr>
<tr>
<td>29</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>67,700</td>
</tr>
<tr>
<td>30</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>68,400</td>
</tr>
<tr>
<td>31</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>69,100</td>
</tr>
<tr>
<td>32</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>69,800</td>
</tr>
</tbody>
</table>
2. ADVANCEMENT ON SALARY SCHEDULE:
   a. An educational increment is defined as horizontal movement to the appropriate educational lane of the salary schedule when required credits have been earned: Base salary, +8 semester hours, +16 semester hours, +24 semester hours, and +32 semester hours and a +48/Master’s Degree. Credits applied toward an educational increment must be earned in major or minor fields. Any other courses shall have prior approval by the School Board. Only credits earned after the attainment of a bachelor degree will count toward an educational increment. A teacher shall receive $600.00 each for each step going across to +32 credits, and $2500.00 for the +48/master’s degree step according to the present contract.

   b. An experience increment is defined as vertical movement to the next step of the salary schedule gained by successful completion of the school term.

3. Credits across may be earned at any time and not confined to the last five years.

4. Credits must be turned in for salary adjustment by the first of September.

5. When hiring a new teacher, the prospective employee may receive credit for no more than his/her actual number of years of teaching experience.

6. Anyone presently in the system will not be increased more than one experience step at a time on the salary schedule.

7. No presently employed teacher will be decreased on his/her experience step because of his/her placement on the salary schedule.

D. EXTRACURRICULAR SALARY SCHEDULE

1. Salary schedule will be figured on the base salary as negotiated each negotiations period at the following percentages:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Percentage of Base</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Athletic Director</td>
<td>28%</td>
<td>$13,160.00</td>
</tr>
<tr>
<td>Head Coach</td>
<td>12%</td>
<td>$5,640.00</td>
</tr>
<tr>
<td>Assistant Coach</td>
<td>9%</td>
<td>$4,230.00</td>
</tr>
<tr>
<td>Trap/Air Rifle Coach</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Music Director</td>
<td>8%</td>
<td>$3,760.00</td>
</tr>
<tr>
<td>Speech &amp; Drama Coach</td>
<td>6%</td>
<td>$2,820.00</td>
</tr>
<tr>
<td>FCCLA Advisor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FFA Advisor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>eGames Coach (each season)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cheer Coach (each sport)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Advisor</td>
<td>5%</td>
<td>$2,350.00</td>
</tr>
<tr>
<td>5th – 8th Grade Coach</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C Squad Coach</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Junior-Senior Banquet, Prom and After Prom Advisor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Science Olympiad Advisor (Regional &amp; State participation)</td>
<td>3%</td>
<td>$1,410.00</td>
</tr>
<tr>
<td>Science Olympiad Advisor (Regional participation)</td>
<td>1.5%</td>
<td>$705.00</td>
</tr>
<tr>
<td>Drivers Education Instructor (Weekly rate @ 40 hours)</td>
<td>NA</td>
<td>$1,475.50</td>
</tr>
</tbody>
</table>
2. All extracurricular payments will be paid in conjunction with the professional salary and will be part of the teacher’s contract.

3. Extracurricular assignments shall be at the discretion of the Superintendent and School Board.

4. The Junior - Senior Banquet, Prom and After Prom Advisor shall supervise and organize the stated activities.

5. The Music Director shall provide pep band at football, basketball, and volleyball matches to a total of eight. Include two concerts at each level, contests, and participate at graduation.

E. PAY DAY AND CHECK SCHEDULE:

1. Pay day shall be the twentieth of each month beginning July 20 and ending June 20. If the twentieth of the month falls upon a holiday or weekend, payday shall be the last preceding work day.

2. Monthly salary checks will be distributed on the final school day before any vacation if the 20th of the month falls during vacation.

3. June paychecks will not be issued until rooms are checked by administration and the teacher has checked out as all work being completed for the school year.

F. EDUCATIONAL LEAVE POLICY:

1. SICK LEAVE: Teachers earn ten (10) sick days per year, accumulative to 50 days, to be used for absence of the teacher due to illness or disability. The ten (10) sick days are earned in full at the beginning of the year to be used throughout the year as needed. Sick Leave shall include illness or funerals in the immediate family. The School District will buy back sick leave for any days accumulated after 50 at a rate of $30.00 per day payable at the end of the school term. When a teacher leaves the school’s employment any unused medical days will be bought back at a rate of $20 per day.

2. PERSONAL LEAVE: Each teacher shall be allowed two days of personal leave annually. The teacher shall provide two school days’ notice of said leave unless an emergency exists. No more than two teachers shall be granted personal leave on the same day. Leave will be granted in order of request. Personal leave will accumulate from year to year, up to a total of seven (7) days. Unused personal leave will be bought back by the School District at the rate of $40.00 per day payable after accumulation of five (5) days.

3. PROFESSIONAL LEAVE: To be made available to the faculty members for workshops or professional endeavors at the administration’s discretion.

4. School District will pay substitute pay for all approved sick leave, personal leave, and professional leave.
5. ABSENCES BEYOND SICK LEAVE, PERSONAL LEAVE OR PROFESSIONAL LEAVE:
Absences beyond these allowances will be subject to approval of the administration and the teacher must use their two personal days before utilizing this section of the Master Contract. Upon approval of extra leave, the teacher will pay substitute while they are absent. If the teacher fails to pay the substitute, a full reduction (1/183 of salary per day) shall be deducted from teacher salary for all time missed. No more than five (5) days per school year, beyond stated leave, will be granted with the exception of days earned through the “sub-slip” program.

6. LEAVE OF ABSENCE: A leave of absence must be requested by the time contracts are due. No credit will be given on an experience step if leave is taken. If returning to school, an educational step or steps will be granted if enough credits are earned. A written application must be submitted explaining why leave is wanted. No more than one leave will be granted per year. If there is more than one request for leave, the St. John Teachers’ Association is to decide who is to get the leave. A leave of absence must be approved by the School Board.

7. SICK LEAVE POOL: Individual teachers may choose to contribute to a sick leave pool governed by the following provisions:
- Teachers will have the option to enroll at the beginning of the school year at the fall workshop on an annual basis. A form will be provided for the teacher to sign.
- Any teacher joining will contribute two (2) sick days initially from their individual account to the pool. These days are the property of the pool and do not revert back to the individual.
- Sick leave days used from the pool must be used for major illness, accident, pregnancy, or actual hospitalization of the individual, spouse, or child. Any request to use sick leave pool days must be approved by the Superintendent.
- A teacher who has contributed to the pool can use a maximum of ten (10) days per school year from the pool when and if their sick leave and personal leave have been used up.
- Days drawn must be repaid at a minimum of two (2) days per year and may never have more than a total of ten (10) days drawn from the pool at any one time.
- An individual who owes sick leave days to the pool will pay the substitute rate per day to the school district upon leaving the system. The reimbursed days will be put back into the sick pool.

G. WORKDAY:

1. Employees shall be in their classrooms no later than 8:00 am and shall be permitted to leave at 3:45 pm.

2. On two workdays per month the Superintendent may require the professional staff to come to work one hour earlier or stay one hour later for the purpose of teacher meetings, teacher in-service and/or staff development.

3. The workday may be extended for staff in-service up to three (3) hours for special in-service, three times a year.
4. At least two times per year all professional staff employees shall volunteer to work at two sporting events outside the regular school day hours.

H. INDIVIDUAL CONTRACTS:

Any individual agreement between the employer and an employee heretofore or thereafter executed shall be subject to and consistent with the terms and conditions of this agreement. If an individual agreement contains any language inconsistent with this agreement, this agreement shall be controlling.

I. RESIGNATION:

Should a teacher request to be released from obligation under contract, the teacher shall compensate the Board a monetary consideration for the cost incurred to replace said teacher. No penalty will be assessed against a teacher through May 31. A sum of five hundred dollars ($500.00) may be charged June 1 through July 19 of any school year. As of July 20, a penalty of one thousand five hundred ($1500.00) may be charged in order to be released from a teaching contract. There will be no fine assessed if a suitable replacement as determined by administration has been hired.

J. TEACHER TRANSFER:

When teaching positions in the St. John School system open, teachers in the system who are certified within that field will be notified immediately and be given consideration for the position.

K. SUBSTITUTE TEACHERS:

Teachers covering classes, during their prep period, will be paid $10.00 per hour. If a teacher misses a class and makes up that period at a different time, within the same week, no sub pay shall be granted for that period missed. All sub slips are subject to approval by administration, which shall keep a running total, by hours and minutes, of the time covered.

L. NOTIFICATION:

The Local Education Association President will notify the School Superintendent at least one week prior to an association meeting. LEA meetings will be limited to one meeting per month during working hours when school is in session.

The LEA Officers will notify the School Superintendent when the association members have used school supplies so that the association can be properly billed. This would include the use of postage, paper, etc. Work for the Local Education Association will not be done during working hours.
M. GRIEVANCE PROCEDURE:

1. PURPOSE: To enable teachers to express a complaint about the administration of this agreement or an existing board rule, policy or practice, or that an employee has been treated inequitably, or that there exists a condition which jeopardizes an employee’s health or safety, with the assurance that the complaint will receive prompt attention by persons who remedy it.

2. DEFINITION OF GRIEVANCE: Any disagreement regarding the interpretations or application of a specific provision of this Agreement or a complaint about conditions as covered in the purpose.

3. PROCEDURE: Any party to the grievance may retain and have present counsel at any of the levels. Grievances shall be processed in accordance with the following procedures.

   LEVEL ONE:
   a. An earnest effort shall be made to settle the matter between the teacher and the principal.

   b. If the matter is not resolved, the teacher shall present the grievance in writing to the principal within seven (7) calendar days after the facts, upon which the grievance is based, first occur, or first become known. The principal shall give his/her written answer within seven (7) calendar days of the time the grievance was presented to him/her in writing.

   LEVEL TWO:
   a. If the aggrieved person(s) is not satisfied with the disposition of his/her grievance at level one, or if no decision has been rendered within seven (7) calendar days after presentation of the written grievance, he/she may file the grievance in writing with the Superintendent of Schools.

   b. Within ten (10) calendar days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person in an effort to resolve the grievance. The Superintendent shall render a decision in writing five (5) calendar days after he has met with the aggrieved person.

   LEVEL THREE:
   a. If the aggrieved person is not satisfied with the Superintendent’s disposition of this grievance, he/she may within ten (10) calendar days after receipt of the Superintendent’s disposition, file the grievance in writing with the School Board.

   b. Within ten (10) calendar days after submission of the written grievance, the grievant may request, and be granted, a meeting with the School Board for the purpose of discussing the grievance. The Board shall render a decision in writing within twenty (20) calendar days after submission of the grievance to the School Board.
LEVEL FOUR:
   a. In the event an agreement is not reached within twenty (20) calendar days after
      the School Board decision, the matter shall be referred to local arbitration.

LEVEL FIVE:
   a. In the event agreement is not reached through local arbitration, the matter shall
      be referred to legal counsel according to the North Dakota Century Code.

4. Number of days indicated at each level is maximum time limits. A reasonable effort
   shall be made to expedite the process.

5. All documents, communications, and records dealing with the processing of a
   grievance will be filed separately from the personal file of the participants. No
   reprisals of any kind will be taken by the Board or the school administration against
   any teacher because of his/her participation in this grievance procedure.

6. The aggrieved person(s) may bypass levels one and/or two and go directly to level
   three by filing a grievance in writing to the School Board. The decision to bypass any
   level or levels should be stated upon presentation of the grievance.

N. MAINTENANCE OF STANDARDS

   All conditions of employment, including teaching hours, extracurricular compensation
   for duties outside regular teaching hours, relief periods, leaves and general personal
   practices shall be maintained at not less than the highest minimum standards in effect
   at the time this agreement is signed, provided that such conditions shall be improved
   for the benefit of employees as required by the express provisions of this agreement.
   The agreement shall not be interpreted or applied to deprive employees of professional
   advantages heretofore enjoyed or expressly stated herein.

O. MODIFICATION OF AGREEMENT:

   This agreement shall not be modified in whole or in part except by an instrument in
   writing duly executed by the parties.

   Upon mutual consent to modify this agreement, negotiations shall commence not more
   than ten (10) days thereafter.

   If after thirty (30) days from the date of the first meeting, the parties are unable to
   arrive at an agreement on the item(s) at issue, the dispute shall be submitted to local
   arbitration.

   All understandings, agreements, or awards shall be reduced to writing, signed by both
   parties, and made part of this agreement.
P. SEPARABILITY:

If any provision of the agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provisions of application shall not be deemed valid and subsisting, except to the extent permitted by full force and effect.

It is further agreed that within ten (10) days of receipt of notification of the court’s actions, negotiations shall commence, during which a new agreement on such matter shall be reached.

In the event agreement is not reached within twenty (20) days after negotiations are begun, the matter shall be referred to local arbitration.

All understanding and agreements reached under this procedure shall be reduced to writing, signed by each party, and made a part of the collective bargaining agreement.

Q. MANAGEMENT RIGHT CLAUSE:

THE BOARD, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the applicable laws, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system, and its properties and facilities, and the school activities of its employees;
2. To hire all employees, and subject to provisions of law, to determine their qualifications, and conditions for their continued employment, or their dismissal; and to promote and transfer all such employees;
3. To establish grade courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;
4. To determine the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching school activities and terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices, and the use of judgment and discretion in connection with these rights, shall be limited only by specific and express terms of this agreement and then only to the extent such specific and express terms are in conformance with the applicable state and federal laws and regulations.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under any national, state, county, district, or local laws or regulations as they pertain to education.
R. TERMS OF AGREEMENT:

The terms and conditions of this agreement shall remain in full force and effect until such time as a new agreement is reached by both parties.

In witness whereof, the Association has caused this agreement to be signed by its President and Secretary and the employer has caused this agreement to be signed by its President, attested to by its Business Manager, and its corporate seal to be placed here on, all on this 9th day of April, 2021.

SIGNATURES:

Bernie Belgarde, President
St. John School District #3

Mary Vandal, Business Manager
St. John School District #3

Arren St. Vincent
St. John Education Association

Jackie Cahill
St. John Education Association

Peggy Charbonneau
St. John Education Association