

**STERLING SCHOOL DISTRICT NO. 35**  
**PROFESSIONAL NEGOTIATIONS AGREEMENT**

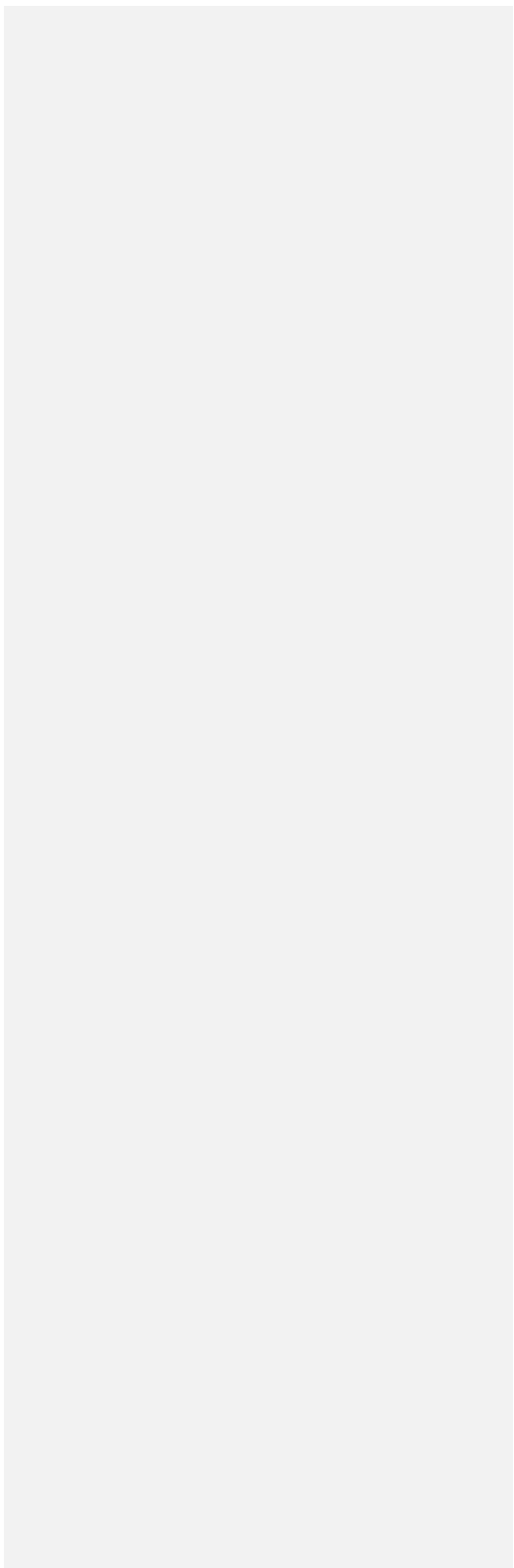


| **~~2019-2021~~2021-2023 SCHOOL YEARS**

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**STERLING PROFESSIONAL NEGOTIATION AGREEMENT**

**ARTICLE I**

**RECOGNITION**

The School Board, hereinafter known as the Board, recognizes the Sterling Education Association, hereinafter known as the Association, the exclusive representative of all licensed personnel employed, or to be employed by the Board one-half or more as teachers, except substitute teachers, for the purpose of negotiating those matters required by law.

**ARTICLE II**

**REPRESENTATION**

Representatives of the Board shall meet with representatives of the Association to negotiate these matters which are required by law to be negotiated.

**ARTICLE III**

**PROCEDURES**

**Section 1. Directing Requests**

Requests for meetings with the Association will normally be made directly to the Principal or the Board President. Requests from the Board will be made to the President of the Association. A mutually convenient meeting date will be set and a meeting held ten days of the date of the request.

**Section 2. Meetings**

Meetings of the Association and Board shall be called upon written request by any one of the parties. Official minutes shall be taken by a secretary whose salary shall be paid by the Board. The minutes shall be submitted to the Chief Negotiator of the Board and the Chief Negotiator of the Association and, upon acceptance, shall be the official record of the meeting.

**Section 3. Assistance**

Either party may call upon competent professional and lay representatives for information and consultation.

**Section 4. Exchange of Information**

The Board agrees, upon request, to furnish the Association all available information concerning financial resources of the Sterling School District.

**ARTICLE IV**

**AGREEMENT**

When an agreement is reached, it shall be reduced to writing and when approved by the Association and the Board and signed by the parties, shall become applicable to the individual contracts of the employees covered by this Agreement. This Agreement shall not discriminate against any member of the staff regardless of membership in the Association.

**ARTICLE V**

**IMPASSE**

**Section 1. Fact Finding**

When an Agreement cannot be reached, matters of negotiation shall be submitted to fact finding as provided by law.

**Section 2. Costs**

All costs of impasse proceedings shall be paid equally by both parties.

**ARTICLE VI**

**ARTICLES**

The salary schedule attached hereto is made a part of this Agreement.

**ARTICLE VII**

**ASSOCIATION'S RIGHTS**

**Section 1. Use of School Building**

The Association shall have the right to use the school building in the same manner as other community groups are allowed to use the building.

**Section 2. Use of Equipment**

The Association shall have the right to use the copy machine without charge when the copy work is done for negotiation meetings.

**ARTICLE VIII**

**TEACHER EMPLOYMENT**

**Section 1. Request for Release from Contract**

Once a contract is signed, it is assumed that a teacher will not request a release during the term of the contract. However, if this were to happen, in an effort to fix a compensation which bears a reasonable relationship to probable expenses and which is not disproportionate to reasonably anticipated expenses, the following sum shall be paid by a teacher requesting a release from a contract, if the release is approved by the Board.

Immediately upon signing	-	\$500.00
June 1 through June 30	-	\$1,000.00
July 1 through August 14	-	\$1,500.00
August 15 through end of school term	-	\$2,000.00

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

When the Board approves a release and accepts payment of liquidated damages, the Board will not request action by the Education Standards and Practices Board.

## ARTICLE IX

### LAYOFFS AND RECALLS

When reduction of professionally licensed staff becomes necessary because of declining enrollment, lack of funds, or other reason of necessity, the Board shall make every effort to ensure that selected personnel may be placed in other teaching positions and that full time professionally licensed teachers be separated last.

In the event of staff reductions, personnel shall be terminated in accordance with present statutes of law, fair dismissal procedures and district procedures herein.

~~1. A teacher not holding a regular North Dakota teacher's license shall be terminated first.~~

12. If ~~afurther~~ reduction is necessary, then the teacher deemed least flexible and adaptable to meet the present and future curricular and extracurricular needs of the Sterling School District will be terminated first.

23. If further reduction is still necessary, then the teacher with the least number of years of teaching experience with the Sterling School District will be terminated first.

34. If two or more teachers have the same number of years of experience with the school system, the teacher with the least education will be terminated first.

~~5. For a period of two years after receiving notice of reduction in force nonrenewal, any separated teacher will be rehired if a vacancy occurs for which he or she is certified.~~

## ARTICLE X

### TEACHER'S WORKLOAD

#### **Section 1. Hours and Contract Year**

Teaching staff must be at the school for 7-1/2 hours per day at the discretion of the principal and/or board, except for Fridays when the teaching staff may leave at 3:20~~40~~ p.m. or when all students are gone. Teachers are encouraged to remain for a period of time to complete any matters which would properly require their attention to the end of the school day. The length of the school year shall not be over one hundred eighty-two days.

#### ~~Section 2. Lunch Period~~

## ARTICLE XI

### TEACHER ASSIGNMENT

All teachers in the Sterling School District shall be given written notice of their schedules, class or subject assignments. This notification may be subject to change with due cause. The notification must be given within a reasonable time period after contracts are issued.

**ARTICLE XII**  
**TEACHER FACILITIES**

**Section 1. Equipment**

The Board agrees to make available to each teacher, equipment and facilities necessary for the performance of the teacher's responsibilities.

**Section 2. Parking**

The Board shall provide free and adequate parking facilities which are properly maintained and reserved exclusively for each teacher.

**ARTICLE XIII**

**PROMOTION**

The Board declares its support of a policy to fill vacancies from within its own teacher staff. However, the Board retains the authority to make the final decision.

**ARTICLE XIV**

**SALARIES**

A teacher will be paid a salary based on the salary schedule as approved by the Board. An incoming teacher may bring up to three years of prior teaching experience and shall be placed on the appropriate step of the salary schedule. The Board will also include a teacher's additional semester hours of credit in determining the salary. The teachers will be paid on the fifteenth day and last day of each month during the nine or twelve month school period.

**NOTE:** A copy of the salary schedule is attached to this Agreement and is incorporated by reference.

**ARTICLE XV**

**INSURANCE**

The Sterling School Board has established an insurance group through Blue Cross for staff coverage. An insurance benefit of \$~~6~~500 per month will be granted for all certified staff who choose to hold a policy through the school group, ~~beginning with the 2015-2016 school year~~. Any amount over the \$~~6~~500 per month will be handled through payroll deduction. An insurance benefit of \$~~7~~600 per month will be granted for all certified staff who choose to hold a policy through the school group beginning with the 202~~2~~0-202~~3~~4 school year.

**SICK LEAVE**

At the beginning of each school year, each teacher shall be credited with ten days paid leave for personal illness or disability. Unused sick leave shall be allowed to accumulate to one hundred days. A teacher may request additional leave beyond accumulated sick leave without pay. If three consecutive leave days are used, a written explanation from a teacher's doctor defining the teacher's disability must be submitted to the Board. Each certified teacher shall be compensated for all unused sick leave over 100 days at a rate of \$15 per day.

**OTHER LEAVE**

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**Section 1. Personal Leave**

A teacher shall be credited with three days personal leave each year cumulative to a total of five days. If a teacher chooses, substitute salary will be paid for any unused personal leave days at the end of the year.

A request for personal leave shall be filed with the Principal or Board three days in advance of the planned leave. The three-day advance request for personal leave shall be waived in an emergency.

It is recommended that not more than one teacher take personal leave on the same day. No teacher shall take personal leave days the first five days of the school year nor the last five days of the school year.

**Section 2. Bereavement Leave**

A teacher will be granted leave with pay when a death occurs in the teacher's immediate family or that of the spouse. Up to three days leave will be granted with pay when a death occurs in the teacher's immediate family or that of the spouse, defined as follows:

- A. Spouse
- B. Children
- C. Parents
- D. Brothers and Sisters
- E. Grandchildren
- F. Grandparents
- G. Foster Parents
- H. Foster Children
- I. Spouse's Parents
- J. Spouse's Grandparents
- K. Spouse's Brothers and Sisters
- L. Spouse's Foster Parents
- M. Spouse's Foster Children
- N. Spouse's brother's Wife
- O. Spouse's Sister's Husband

**ARTICLE XVII**

**PROFESSIONAL LEAVE**

**Section 1. Teacher Leave**

Any number of professional leave days may be granted by the Principal and Board.

**Section 2. Leave of Absence**

A teacher may be granted a leave of absence without salary for continuing education or educational related purposes with the Board's approval. A teacher seeking a leave of absence must apply to the Board by May first for leave to begin the following year. A teacher on a leave of absence shall be entitled to return to either the same position which they held immediately prior to commencing the leave of absence or a position of comparable responsibility or remuneration. On returning to the position, the teacher will continue on the same salary schedule and will receive teacher fringe benefits, without credit for the year(s) on leave of absence.



## CHILD CARE & MATERNITY LEAVE

### **Section 1. Child Care Leave**

Child Care Leave may be granted by the Sterling School Board subject to the following provisions and for the purpose of preparing and providing paternal care for a natural or adopted child or children of the teacher for an extended period of time. Child Care Leave shall not exceed twelve weeks using accumulated sick leave and personal leave days. Child Care Leave in excess of accumulated time will be taken without pay.

1. A teacher making application for Child Care Leave shall inform the Sterling School Board in writing of intent to take leave at least three months before the commencement of the intended leave subject to the Board's right to waive the three month provision in emergency situations.
2. If the reason for Child Care Leave is occasioned by adoption, an adopting teacher will also provide, at the time of the Child Care Leave application, a statement as to the expected date of placement.
3. The School Board may adjust the proposed beginning or ending date of a Child Care Leave so that the dates of the leave coincide with some natural break in the school year, semester break, end of a grading period, end of the school year or the like.
4. In making a determination concerning the commencement and duration of a Child Care Leave, the School Board shall not in any event be required to:
  - a. Grant any leave more than twelve months in duration.
  - b. Permit the teacher to return to his or her employment prior to the date designated in the request for Child Care Leave.
5. A teacher returning from a Child Care Leave shall be reemployed in the school system, provided that written notice of intent to return is received in the office of the Principal no later than March seventh in the calendar year in which said leave is to terminate, if that leave is to terminate as of the first of the next school year, or no later than sixty days prior to termination date of any leave which is scheduled to terminate during the course of a school year then in progress. Said reemployment is not guaranteed to be in the same teaching area or grade. Failure to submit a written notice of intent to return on or before the date set forth in the request shall be deemed a voluntary resignation and a waiver of the right of reemployment.
6. Failure of a teacher to return pursuant to the date determined under this Policy shall constitute a voluntary resignation unless the School Board and the teacher mutually agree to an extension of leave.
7. A teacher who returns from Child Care Leave within the provisions of this Policy shall retain all previous experience credit for pay purposes. However, the teacher shall not accrue additional experience credit for pay purposes or leave time during the period of absence for Child Care Leave.

### **Section 2. Maternity Leave**

~~Paid~~ Maternity Leave shall be treated as any other sick leave subject to the limitations of the Sick Leave Policy.

**MISCELLANEOUS PROVISIONS**

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**Section 1. Understanding**

The Board and the Association agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties and that the terms and conditions may not be altered, changed, added to, deleted from or modified without the mutual consent of the parties by written amendment attached to and made a part of this Agreement.

**Section 2. Savings Clause**

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction or unless altered by statute, said Article, Section or Clause shall be automatically deleted from this Agreement but the remaining Articles, Sections and Clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted Article, Section or Clause.

**Section 3. Individual Contracts**

Individual contracts shall be printed at the expense of the Board and shall be given to all teachers now employed or hereinafter employed.

**ARTICLE XX**

**DURATION**

The provisions of this Agreement shall be effective July 1, ~~2021~~2019, and continue and remain in full force and effect until June 30, 2023~~4~~. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control and shall not be subject to negotiations during the term of this Agreement. Said Agreement will automatically be renewed and continued in full force and effect for an additional period of one year unless the Board or Association gives written notice to the other not later than sixty days prior to June thirtieth of its desire to reopen this Agreement or individual Articles thereof and to negotiate the terms of an Amended Agreement.

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