

2022 – 2023 COLLABORATIVE BARGAINING AGREEMENT

RICHARDTON-TAYLOR PUBLIC SCHOOL DISTRICT #34
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President, Richardton-Taylor Public School District School Board

Date

President, Richardton-Taylor Education Association

Date

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Preface

The Richardton-Taylor Public School District School Board and the Richardton-Taylor Education Association agree that the terms and conditions set forth in this Agreement represents understanding and commitment between both parties.

The provisions of the Agreement will be effective and remain in full force for one year. Said Agreement will automatically be renewed and continue in full force and effect for additional periods of one year unless either the Richardton-Taylor Public School District School Board or the Richardton-Taylor Education Association gives written notice, to the other, not later than March 1st. The anniversary date will be July 1st.

Any contract between the Richardton-Taylor Public School District School Board and a Teacher shall be expressly subject to the terms and conditions of the Agreement.

Recognition

The Board of Education of Richardton-Taylor Public School District #34, Stark County, Richardton-Taylor, North Dakota, hereinafter referred to as the Board, recognizes the Richardton-Taylor Education Association, hereinafter referred to as the Association, as the exclusive representative of the certificated teachers employed by the Board.

The Association recognizes the Board as the elected representative of the people of Richardton-Taylor and as the employer of the certificated teachers of the Richardton-Taylor Public School District #34.

For clarification, the description of certified teacher excluding administration and substitute teachers will be defined in North Dakota Century Code (*NDCC*) 15.1-13-01 to 15.1-13-31, and 15.1-16-02.

Principles

Representation: The Board or their designated representatives shall meet with the representatives of the Association to collaborate and attempt to reach agreement on terms and conditions of employment and employer-employee relations.

Attaining Objectives: Attainment of objectives of the educational program of the Richardton-Taylor Public School District requires mutual understanding and cooperation between the Board and the teaching personnel.

Professional Teaching Personnel: Teaching is a profession requiring specialized qualifications and the success of the educational program in the district depends upon the maximum utilization of the abilities of teachers who are satisfied with the conditions under which their services are rendered.

Teachers have the right to join any organization for their professional or economic improvement, and membership in any organization shall not be required as a condition of employment.

Board Functions

The 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:

- A. To the executive management and administrative control of the system and its properties, programs, and facilities.

- B. To employ and re-employ all personnel and, subject to the provisions of law or the North Dakota Department of Public Instruction regulations, determine their qualifications, their work assignments, their dismissal, their demotion, and their promotion.
- C. To establish and supervise the program of instruction and to make the necessary assignments for all programs of an extracurricular nature that benefit students.
- D. To approve 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, and school calendar. Teacher recommendations will be evaluated in determining decisions relevant to areas mentioned in this paragraph.

Procedures for Collaborative Bargaining

Team Composition: Each side must have equal representation. The Association team will be composed of two designees. There may not be more than two teachers or two board members at the table at any time, alternates may be used if mutually agreed upon. The Board team can make tentative agreements only. In compliance with the NDCC 15.1-09-29, Board team tentative agreements are subject to at least a majority vote of the School Board for ratification.

Decorum: Both teams shall conduct themselves in an orderly and professional manner. In the spirit of collaborative bargaining, team members will work towards consensus on all items.

Superintendent's Role: The Superintendent shall serve as a resource person and as an advisor to both teams during the collaborative bargaining process. The Superintendent shall serve as committee chairperson.

Meeting Dates, Times, and Location:

- A. Frequency – Meeting dates will be set as mutually agreed by representatives of the Board and the Association.
- B. Place – The meeting place will be set as mutually agreed by representatives of the Board and the Association.
- C. Time – Meetings times will be mutually determined by representatives of the Board and the Association, with time and length of meetings to be changed only by mutual consent of both parties.
- D. Target Date – It is agreed that the collaborative bargaining teams will strive to complete the collaborative bargaining process before the end of the school term.

Public Participation: The public will be prohibited from participating in collaborative bargaining meetings.

Minutes: The Business Manager shall prepare minutes of the collaborative bargaining meetings. Minutes shall be subject to both teams' approval before they become official.

Agendas: Before adjourning each meeting, an agenda must be prepared for the next meeting. Items also may be added to the agenda upon mutual consent of both teams.

Deadline for Proposals: Both teams shall identify proposals they wish to discuss at the first collaborative bargaining meeting. Additional proposals thereafter may only be added with agreement of both teams.

Caucus: Individual teams have the right to caucus, outside each other's presence, upon request of either team.

Collaborative Bargaining and Agreeing to Proposals: Once an agreement is reached on an article, the language shall be initialed and dated by the bargaining teams. Any initialed article or section may only be reopened for language change or further bargaining by mutual consent of the parties. Such agreements are only tentative until negotiations are complete, and the entire agreement is approved by both teams' governing bodies or until the Board has statutory authority to issue unilateral contract. Articles on which agreement cannot be reached will be tabled until all items on which agreement can be reached or addressed.

Tabled Proposals: Parties will make a diligent effort to reach agreement on tabled articles. If agreement cannot be reached, parties agree to initiate the proceedings for impasse.

Ratification: If all articles have been agreed to and initialed by both parties, a draft copy of the finalized language will be submitted to the Board and Association for approval. Both parties have five (5) 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 article(s) still in contention, and the article(s) in contention shall be addressed in accordance with the procedure for tabled proposals. This ratification rule in no way prevents declaration of impasse or issuance of unilateral contracts.

Grievance Procedure

Purpose: The purpose of this section is to provide a step-by-step procedure that guarantees the right of the employees to administrative "due process" to assure fairness and equity. No employee or administrator shall discriminate against, coerce, or interfere with any employee, administrator, witness or representative, for his/her involvement in the presentation or adjudication of any grievance.

No action taken under this procedure shall in any way be construed as forfeiting the right to seek redress through the courts.

If any provision of this procedure is or shall at any time become contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

Definitions:

- A. Grievance – An allegation by teacher that he/she has been subject a personal loss, injury, or inconvenience because of a violation, misinterpretation, or misapplication of a specific article, section, or paragraph of the negotiated agreement or teacher's individual contract.
- B. Day – Used herein shall be considered a school day and the time limits set shall be considered a maximum.
- C. Administrator or Supervisor – Named in this policy (*Example – Superintendent*) assumes that his/her designate or deputy may serve in his/her place.

Time Limit:

A grievance must be initiated within thirty (30) days after the teacher knew or should have known the terms or condition giving rise to the grievance existed. Failure to timely present the grievance in writing shall be deemed a waiver of the grievance.

Conditions: Failure of the teacher to meet any of the deadlines contained in this procedure shall terminate the grievance. Failure of a school supervisor/administrator to respond to the grievance within specified deadlines shall be deemed a denial of the grievance and shall allow the teacher to advance the grievance to the next step.

Procedure: Meetings held under this procedure shall generally be conducted on non-school time at a place that will afford a fair and reasonable opportunity for all persons proper to be present.

Each step in this procedure is intended to give bona fide consideration to the grievance and is to be a separate review of the facts. Each official to whom the grievance is presented shall issue a decision.

Informal Process – The Board encourages the resolution of grievances as near the point of origin as possible. Therefore, an employee with a grievance shall first discuss it with his/her immediate supervisor. However, should such informal process fail to satisfy the employee, then a grievance may be processed as follows.

Formal Process – An employee may be represented and accompanied by a representative of his/her choosing at any step in this process. The employee filing the grievance must be present at each step in this process.

- A. The employee who is filing the grievance shall prepare a written statement containing his/her name, address, and telephone number; school building, address, telephone number, and name of the principal; the specific contract provision being grieved and why; and the requested remedy. The written grievance must be signed and dated by the grievant.
- B. An employee may present the written grievance to his/her immediate supervisor by the deadline contained in the “Time Limit” section of this procedure. The supervisor shall make every effort to resolve the grievance and shall, within ten (10) days of the filing of the grievance, render a written answer on the grievance.
- C. If no agreement is reached or the time limit outlined above elapses without answer, the aggrieved employee may present the written grievance to the Superintendent. This step must be initiated within four (4) days of the supervisor’s written decision, or within fourteen (14) days of the filing of the grievance in the event the supervisor fails to provide a written answer. The Superintendent shall either refer the grievance to a designated representative or shall personally work with the aggrieved to seek and equitable solution within ten (10) days. A written response shall be made to the grievant within the same ten (10) days. The Superintendent’s decision is final, subject to court review if the employee files suit.

Liquidated Damages

If a teacher determines it necessary to breach his/her contract after signing, a percentage of the teacher’s salary is to be paid by the teacher to the Richardton-Taylor Public School District.

- A. First 30 days after contracts are signed 1%
- B. Second 30 days after contracts are signed 3%
- C. After second 30-day period 5%

The Board may waive the liquidated damages if the teacher replacement salary costs do not exceed the costs of the teacher breaking the contract, or if extenuating circumstances occur.

Benefits

Salaries and Salary Benefits:

- A. All certified teachers will be given full credit on the salary schedule for teaching experience brought into the Richardton-Taylor Public School District.
- B. Present teachers choosing not to take the social security benefit will receive an additional 6.2% of their salary.
- C. All incoming new teachers will be placed on the salary schedule and will receive the social security benefit.
- D. A newly hired teacher will receive the minimum salary amount. He/she will be placed at the correct lane for education and receive \$400 for each year of teaching experience (*Appendix A*). Teachers' salaries will be published in a lump sum.
- E. Teachers' salaries will provide preparation time equivalent to 45 minutes per day averaged over a period of one week.
- F. The Board reserves the right to deviate from this salary schedule on a one-year basis only. The Association is to be informed of the deviation, and the teacher shall return to the established schedule the second year.
- G. When a teacher reaches the upper end of the salary schedule in any category, steps for experience will continue as set by the salary schedule.
- H. The teacher will be paid for additional graduate and approved undergraduate semester hours beyond the bachelor's degree in six (6) hour segments. New teachers coming into the system will not be allowed to bring in undergraduate hours received after obtaining a degree. Only credit hours approved by the administration will be recognized on the pay scale. In approving these hours for across-the-board pay, the administration will determine whether these credit hours will be strengthening the teaching area. Undergraduate credits received since May 24, 1982, will be recognized on the salary schedule.
- I. When a teacher earns any credit, it is his/her responsibility to inform the school district of these credits by college transcript or grade cards prior to the first pay period of the school year.

Teachers' Fund For Retirement (TFFR)

The Richardton-Taylor Public School District will contribute 100% employee (*11.75%*) and employer (*12.75%*) contributions to TFFR.

Flexible Benefit Plan

Each full-time equivalent teacher under contract with the Richardton-Taylor Public School District will receive \$683 per month with a maximum of \$8,200 per school year toward the Section 125 Benefit Plan. A part-time eligible teacher will receive a pro-rated benefit contribution as per contract time for the 2022-2023 school year.

Teachers hired to begin service for the 2021-2022 school year and beyond may elect to use the maximum benefit contribution toward health insurance only. Teachers may elect to participate in other Section 125 Benefit Plan options at the employee's expense and will be considered as a pre-tax payroll deduction.

Life Insurance

The Richardton-Taylor Public School District will pay for a \$25,000 term life insurance policy through the Richardton-Taylor Public School District group plan. Teachers may choose to purchase additional life insurance at their own expense.

Disability Insurance

The Richardton-Taylor Public School District shall pay the full premium required to provide long-term disability insurance for employees. The long-term disability plan shall provide, after a 90-calendar day qualifying period, sixty-six and two thirds' percent ($66 \frac{2}{3}\%$) of covered salary to age 70 per illness or disability, up to a \$2,000 maximum monthly benefit.

Sick Leave

- A. Twelve (12) days of sick leave shall be granted annually, accumulative to ninety (90) days. Proof of illness is up to the discretion of the administration. Twelve (12) annually granted sick leave days and ten (10) accumulated sick leave days may be used (*maximum of 22 days total*) for immediate family illness and/or immediate family death. Clarification of immediate family is defined as follows: By immediate member of the family, all parties agree that the person must be a father, mother, spouse, brother, sister, child, stepchild, grandchild, or grandparents of the employee, or spouse's grandchild or grandparent. By in-law, all parties agree that father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law of the employee or his/her spouse are covered by this paragraph.
- B. Teachers will be reimbursed \$.66 for each sick leave hour granted for current school year that was not used, up to a maximum of \$60.00 per school year.

Personal Leave

- A. Five (5) days of personal leave will be given annually without loss of pay, with a total of seven (7) days accumulation for unused leave. Personal leave is subject to approval by the building principal. If more than the accumulated personal leave is needed by any teacher during the school year, the request for additional days must be reviewed by the building principal and the Superintendent prior to the absence. If the additional days are approved, sub pay will be deducted from the teacher's salary. If the days are not approved, the teacher contract salary will be adjusted according to the number of days absent.
- B. At the end of the school year, teachers will be reimbursed for any unused personal leave, equal to substitute teacher pay.

Professional Leave

Professional leave can only be taken with approval from the Superintendent.

Leave Without Pay

Leave without pay will be granted as needed. If a substitute is hired, the school district will pay the substitute. A day's pay would be considered as the teachers' gross pay divided by the number of contracted days.

Emergency Leave

Leave will be granted as needed with approval from the administration. Substitute pay will be deducted from the teacher's salary.

Leave of Absence

A teacher can take a one (1) year leave of absence without pay and be able to return to their job provided a written and dated request is submitted to the Superintendent and approved by the Board.

Substitute Pay

- A. Substitute pay for elementary and secondary teachers shall be \$150.00 per school day and include a free lunch.
- B. In-house substitute teachers will be paid a rate of \$18.75 per class period (*\$150 per day/8 period day = \$18.75 per class period*).
- C. Long-term Substitute Teaching (*21+ days*): If the contracted classroom instructor is not able to plan/assist the substitute teacher, the substitute teacher will be placed on the salary schedule with credit given for years of experience and level of education.
- D. These rates will be reviewed on an annual basis.

Noon/Recess Duty

- A. Teachers will not be charged for noon lunch on the day or days they have noon duty or hall duty.
- B. The District will be responsible to hire a person to work approximately one hour per day to help with recess duty at Taylor-Richardton Elementary (*TRE*) School.

Reduction In Force (*RIF*) Policy

Any change in the RIF Policy, whether by the Board decision or Association request, will be dealt with as follows:

- A. A committee made up of two Board members and one Association member from the teaching staff will review the suggested changes and give recommendations to the Board.
Policy DKA, Reduction-In-Force, is non-negotiable.

Equipment

- A. Teachers will be responsible for all items of equipment used under their direction.
- B. If items or equipment are lost due to negligence on the part of the teacher, the teacher will be liable for the loss and replacement costs will be deducted from his/her salary.

RICHARDTON-TAYLOR PUBLIC SCHOOL DISTRICT

"Home of the Raiders"



SALARY SCHEDULE 2022 – 2023 School Year

Education	Base Salary	Base Salary w/ TFFR
BS Degree	\$40,000	\$45,326
BS + 6	\$40,400	\$45,779
BS + 12	\$40,800	\$46,232
BS + 18	\$41,200	\$46,685
BS + 24	\$41,600	\$47,139
BS + 30	\$42,000	\$47,592
BS + 36	\$42,400	\$48,045
BS + 42	\$42,800	\$48,498
BS + 48	\$43,200	\$48,952
BS + 54	\$43,600	\$49,405
MS Degree	\$44,600	\$50,538
MS + 6	\$45,000	\$50,991
MS + 12	\$45,400	\$51,445

Example: In 2022 – 2023 a new teacher with 15 years of experience and with BS + 36 credits would be:

Base Salary BS + 36	\$42,400
15 years experience @ \$400 per year	\$ 6,000
TOTAL SALARY	\$48,400