

**EIGHT MILE PUBLIC SCHOOL DISTRICT #6**  
**2022 - 2023**  
**PROFESSIONAL NEGOTIATIONS AGREEMENT**

**ARTICLE I: NEGOTIATIONS**

The School Board of the Eight Mile School District #6, hereinafter referred to as the Board, and the Trenton Education Association, hereinafter referred to as the Association, will negotiate in accordance with the statutory provisions of the North Dakota Century Code, as amended, and those provisions are further defined by the North Dakota Supreme Court.

The negotiation procedure to be used will be determined by the parties prior to the first negotiation meeting.

**ARTICLE II: SALARY AND BENEFITS**

A. Salary Schedule

The salary schedule for teachers as defined in Section 15-38-1.02, Sub-section 6 of the N.D.C.C., shall be as set forth in Schedule I of the Appendix, which is hereby incorporated by reference. The base salary will be \$42,700. All new and returning teachers with 0,1,2 years of experience will be moved to step 2, where they will remain until they reach step 2, where they will then move throughout the matrix as normal. The School District pays 11.75% for teachers' side and all of District side of Teacher Retirement.

B. Insurance

The Board will pay **\$8,316.00** toward the annual health related insurance premium for classroom teachers having membership in the Eight Mile Public School District Group Policy. The \$8,316.00 health benefit could also be deposited into a district approved third party fund and/or HRA account that will guarantee use for medical expenses. Medical receipts will not be accepted for reimbursement.

C. Initial Placement

Teachers entering the system, with or without prior experience at Eight Mile School, shall be allowed to bring in four (4) years of prior experience at full credit, plus one (1) half-year credit for each year of experience beyond four years, and be placed on the schedule; More may be granted with board approval. Horizontal placement shall be at the appropriate position.

D. Part-Time Teachers

Part-time contracted teachers shall have their salary and benefits pro-rated in proportion to time employed. Part-time teachers shall be paid for one (1) preparation period in addition to hours of instruction.

E. Receipt of Wages

Teachers shall have the option of receiving wages in 9,10 or 12 equal installments. Wages will be paid of the 20<sup>th</sup> of the month, or the last working day of the month should funds not be available on the 20<sup>th</sup>.

F. Horizontal Advancement

When additional hours entitle a teacher to move horizontally on the salary schedule, the compensation in the contract shall be amended to reflect the additional salary if plans to move are approved by the administration prior to May 1<sup>st</sup>. Proof of verification shall be a class registration slip or a grade sheet from the institute of higher learning.

G. Professional Development

Certified staff shall receive \$500 each year for professional development or for continuing credit. Unused funds will carry over to the next school year increasing \$500 each year, not to exceed \$1,500. All reimbursements must be turned in within 30 days of finishing the class or attending the event to receive reimbursement. The number of teachers requesting a large sum may be limited within any given year. All courses must be approved by administration and must be in the instructor's area of instructional responsibility. The reimbursement will be provided and accounted for in the school year when the credit was earned.

### **ARTICLE III: LEAVE**

A. Sick Leave

Sick leave with pay will be allowed when a teacher's absence from work and performance of duties is due to a health issue, or to care for a sick family member as defined by FMLA.

Teachers will be advanced ten (10) days of sick leave at the opening of each school year, which may be accumulated to eighty (80) days. After three (3) consecutive days, a doctor's written certification of illness is required, and additional sick leave must be approved by administration.

Accumulative sick leave will continue until used up. Additional sick leave without pay will be allowed. All other application insurance benefits shall remain in effect for the same period.

Teachers may use three (3) days of accumulative sick leave annually for absence due to a death or personal emergency. Additional sick leave days may be transferred to personal emergency leave with board approval. At the conclusion of employment, the employee may donate accumulated sick leave to the sick bank.

Teachers are to notify their principal if sick leave is needed. Under no circumstances should this notification be later than 7:00am on the date of absence. It shall be the responsibility of the principal to arrange for a substitute.

B. Personal Leave

Teachers shall be allowed four (4) days of non-cumulative personal leave annually. Notification for personal leave must be filed with the principal at least 48 hours in advance of the leave. Taking personal days immediately before or after an extended scheduled school break will be allowed with the permission of the principal. Three days of unused personal leave is to be paid out at the end of the school year at each teacher's current daily rate, with a maximum payout of \$1,000.00.

C. Professional Leave

Two days' professional leave, non-cumulative, will be granted each year with pay at the school board's discretion. Teachers having taught in the Eight Mile School District for five (5) years will be allowed one (1) year of sabbatical leave without pay. Only one (1) teacher will be allowed sabbatical leave annually if requested prior to March 1st. Should more than one teacher request sabbatical leave, the earliest request shall be granted. While on sabbatical leave, a teacher will be subject to the terms of the professional agreement. The teacher on sabbatical leave will notify the school district by April 15 if he/she is planning to return the next school year.

D. Maternity/Paternity Leave

If a teacher or partner experiences birth or placement of a child within one year of the birth or placement, they will be granted leave according to the Family Medical Leave Act. Upon recommendation of a physician, additional leave may be allowed by the Board but shall be charged to sick leave. The Board will consider requests for uncompensated extended leave on a case-by-case basis.

E. Other Leave

Leave situations not covered in Article III, whether paid or unpaid, will be addressed by the Superintendent. Appeals may be made to the school board for each individual case judged on its merits.

F. Sick Bank

A sick bank has been established for certified personnel. During their first year of employment with this district, certified staff may opt to join the sick bank. To do so, they must donate two of their sick leave the first year, and one day thereafter for each year of employment. Decisions regarding sick bank will be referred to the committee established as per the guidelines. The business manager will have complete guidelines and will keep records of membership and total days donated.

## **ARTICLE IV: GRIEVANCE PROCEDURE**

A. Definition

A grievance is a violation or a disagreement involving the interpretation or the application of the express terms of the contract.

B. Steps and Procedures

- 1) In the event the teacher claims to have a grievance, he/she shall submit in writing the grievance to the immediate supervision within three working days from the

time the teacher knew of the occurrence giving rise to the grievance. In the event of a grievance, the teacher shall perform his/her assigned duties and grieve the complaint later. The immediate supervisor shall respond to the grievant in writing within three working days after the presentation of the grievance.

- 2) If the grievance is not settled in 1), the teacher may present his grievance to the District Administrator no later than three working days after the written decision of the immediate supervisor has been received by the teacher. Within three working days of the receipt of the written grievance, the District Administrator shall meet with the teacher to attempt to resolve the grievance. The District Administrator shall give his decision in writing to the teacher within three working days of the meeting.
- 3) If the grievance is not settled in 2), the teacher may present his grievance to the full Board in writing within five working days after the written decision of the District Administrator has been received by the teacher. The Board, on the date of its next regularly scheduled meeting shall review the decision of the District Administrator as well as any written statements of the position submitted by the grievant. A grievance not submitted at least five working days prior to a scheduled meeting of the Board will not be considered until the next scheduled meeting of the Board. The Board may affirm or reverse the decision of the District Administrator or may determine if it is necessary to hold a hearing on the matter before rendering a final decision. Within five working days following the meeting, the Board shall notify the teacher of its decision. If the Board determines to hold a hearing, it will so notify the teacher within five working days following the determination and shall conduct the hearing on the date of the next regularly scheduled meeting of the Board. The Board shall decide, which shall be final, and communicate it in writing to the grievant and the District Administrator within five working days following the hearing.

#### C. General Provisions

- 1) Written Grievance: The written grievance provided for herein shall be a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the contract provisions involved, and the relief being sought.
- 2) Time Limit: Unless the specified time limits of the grievance procedures are extended by mutual consent, the grievance is barred. Should a grievance not be answered within the allotted time, it may be processed through the next step of the procedure.
- 3) Grievance Processing: Except as otherwise expressly permitted or agreed to by the administration, it is understood that the investigation and processing of the grievance shall be transacted outside of the teacher's normal duty hours. It is further understood that such processing of the grievance shall not interfere with normal school operations nor involve members of the teaching staff during normal classroom and extra duty assignments.
- 4) Association Participation: The Association shall have the right to accompany a grievant at any level.

## ARTICLE V: ASSIGNMENTS AND SCHOOL DAY

### A. Assignments

Teachers will be informed of grade level and class assignments as soon as reasonably possible after a thorough study of the needs of the district can be made by the administrator. Assignments shall be attached to individual contracts, and the grade level shall be attached to each elementary teaching contract. Reasonable assignments shall be in the teacher's area of expertise unless such assignment is agreeable to both parties.

The administrator or his designate shall be responsible for assigning extra duties and the development of a duty roster for all non-academic duties. Attention should be given to being as fair and equitable as possible to all teachers.

### B. School Day for a 5-day week

Full time teachers are to be on duty at 7:45 A.M. and remain on duty until 3:50 P.M. except on days preceding holidays or other non-school days, in which event teachers may leave as soon as school buses have departed. The school day will be adjusted for part-time teachers. The school year shall consist of 182 days, except when we host the Region 9 band festival, it will be 183 days. There will be no signing out to leave early without prior approval of the administration. School will be dismissed at 2:00 P.M. on the last school day before Thanksgiving, Christmas, Easter, and Spring Break. Teachers shall be allowed preparation time as required by accreditation standards established by the Department of Public Instruction. A duty-free lunch period will be allowed whenever possible by the administration. Every Wednesday during the school year, students will be dismissed at 3:00. Teachers will be required to attend in-service meetings from 3:00 to 3:45 on these days unless they have prior administrative approval to miss a meeting.

### C. Class Load for a 5-day week

Teaching load in the junior and senior high grades will not exceed 6 class periods of pupil contact per 7-period day. Assignment to a supervised study period shall be considered a teaching period. The normal teaching load in the elementary school will not exceed 28.5 hours per week of pupil contact. Junior and senior high school teachers shall not be required to teach more than 5 preparations a day without the mutual consent of the administrator and the individual teacher.

### D. School Day for a 4-day (flex schedule) week

Full time teachers are to be on duty at 7:30am and remain on duty until 4:15pm except on days preceding Thanksgiving, Christmas, Easter and Spring Break. The school day will be adjusted for part-time teachers. The school year shall consist of 1,456 contract hours over 166.4 staff contract days. When the district hosts the Region 9 Band Festival, 1 professional day will be used, and teachers will be required to be present. There will be no signing out to leave early without prior approval of the administration. Teachers shall be allowed preparation time as required by accreditation standards established by the Department of Public Instruction. A duty-free lunch period will be allowed whenever possible by the administration.

E. Class Load for a 4-day (flex schedule) week

Teaching load in the high school (grades 9-12) will not exceed 5 class periods of pupil contact per 6 period day. Assignment to a supervised study period shall be considered a teaching period. The normal teaching load in the elementary school (grades K-8) will not exceed 28.5 hours per week of pupil contact. High school teachers shall not be required to teach more than 5 preparations a day without the mutual consent of the administrator and the individual teacher.

In the event of an emergency, if an additional class assignment is given to a teacher that exceeds 5 preparations or six periods per day, the teacher of that class will receive additional salary. The salary will be computed at the rate of 1/216 per week of that teacher's salary for the additional class preparation.

If a secondary teacher is asked to substitute for an absent teacher, the substituting teacher will be paid a per hour rate on the base salary if it is during their prep hour or regular class period. Studies halls will not justify additional pay. Substitute pay for advisory time shall be \$10.

If an elementary teacher is asked to substitute for other special classes over and above the regular complement of classes he or she teaches, the elementary teacher will be paid on a basis equivalent to the secondary teacher substitute payment. "Class" is defined to mean one high school class of 50 minutes. The per hour rate will be paid the end of December and the end of May. ITV instructors will be compensated \$125 per remote site student per semester to a maximum of \$750 per semester.

**ARTICLE VI: FAIR DISMISAL PROCEDURES**

A. Minimum Standard Procedure

It shall be the policy of the Board not to discharge, discipline, suspend or non-renew a teacher for reasons which are arbitrary or capricious. Also, no teacher shall be dismissed, reduced in rank or compensation, or otherwise deprived of any professional advantage without just cause and without notice of his right to a fair and impartial hearing, such notice to include the reasons for such action. The teacher shall be accorded all the procedural safeguards related to such a hearing, including the right to prepare defense, to present and cross-examine witnesses, to be represented by legal counsel, and Association representation.

B. Reduction of Personnel

In the event the Board, in its sole discretion, determines it is necessary to reduce the number of certified teachers for reasons including, but not limited to, lack of funds, uncertainty of funds, declining enrollment, or other similar reasons of necessity, whether District-wide, or in a given subject area, field or program, the Board shall consider the following in determining the selection of the position(s) to be non-renewed because of the reduction in force. The Board's primary concern and responsibility will be to make those reductions that will be the least detrimental to students and programs. It is the

District's intent to treat this sensitive and significant process with the utmost respect and care, keeping the well-being of staff in mind.

### **Steps to Reduction in Force**

After the Board makes the decisions as to what areas or programs are to be reduced, the RIF will follow the steps below. To determine seniority, the first day of the contract will be the date from which seniority is counted. Fractional years of service and part-time contracts will be counted as fractional years of service. Board approved military leave, military service, and other approved interruptions in service will not reduce seniority already earned, and seniority will remain static during the absence.

- The notice of contemplation of nonrenewal of a teacher's contract for the subsequent school year shall be given to an affected teacher no later than April 15<sup>th</sup>. The teacher shall be notified of the determination to non-renew the contract on or before May 1<sup>st</sup>.
- No teacher as a result of the implementation of the RIF procedure will be placed into a position for which they are not fully licensed as required by ESPB.
- Teachers not holding a regular North Dakota Educator's License will be non-renewed first, provided there are teachers fully certified to replace the perform all assigned duties of the non-renewed teacher.
- If there are teachers in the program area being reduced who have three or less years of teaching experience in the District, the principal's evaluations of those teachers will be reviewed to determine whose contracts are being terminated.
- The person with the least seniority in the program area being reduced will be identified, if that person has more than three years of experience in the District and there are no situations where qualifications and experience of teachers are equal-tied, the contract of that person will be terminated.
- In the event the seniority between teachers beyond three years is equal, the District will use a combination of the following criteria on a point system. (This rating will be determined by the Superintendent and building principals of the staff affected).

### **Rating Criteria in Case of Tie**

#### Numeric Rating Scale

- 0 – Absence of the criterion
- 1 – Partial presence of the criterion
- 2 – Complete/extensive presence of the criterion

#### Criteria

- Education degree(s) of certified staff members
- Multiple education degrees, or being certified to teach multiple subjects or grade levels
- Evident of professional growth including special or advanced training and contribution to the District
- Judgement based on observation and written evaluation (average of separate evaluations completed by the principals)
- In addition, years of continuous service within the District (1 point for every year after 3)

### **Return to Work Procedures**

- A licensed teacher with more than three years of continuous teaching experience within the District whose contract has been terminated due to RIF shall be placed on a recall list and shall have re-employment rights for that position for which

they are qualified, in order of seniority for a period of two years. It is the responsibility of the licensed teacher to keep the District informed of their current address.

- A certified teacher listing the open position will be mailed from the District to the last known address of the affected teacher with the position information and closing date for application. It is the responsibility of the teacher to reply with a letter of acceptance for the position within twenty days after the postmark of the certified letter.
- When a terminated licensed teacher has been invited to return and declines, any further right to re-employment is forfeited.
- Upon return to re-employment from the recall list, licensed teachers will be placed on the salary position commensurate with their previous experience in the District. Benefits will be granted to recalled staff members provided the benefits have not been expended or withdrawn.

## **ARTICLE VII: MISCELLANEOUS PROVISIONS**

### **A. Liquidated Damages**

All professional staff under contract with the District are expected to fulfill the entire term of the contract. When a member of the professional staff requests a release from contract, the Board may assess the following liquidated damages based on the time the release is provided to the Board for consideration

#### Time of Release

1. On or before June 14; the employee will be assessed a 3% penalty calculated from their contracted salary to not include extended days or extracurricular activities.
2. Between June 15<sup>th</sup> and July 31<sup>st</sup>; the employee will be assessed a 5% penalty calculated from their contracted salary to not include extended days or extracurricular activities.
3. On or after August 1<sup>st</sup>. the employee will be assessed a 7% penalty calculated from their contracted salary to not include extended days or extracurricular activities.

The board reserves the right to waive any liquidated damages penalties as deemed appropriate given the request. Any teacher who has not been granted a release by the board and who fails to fulfill a teaching contract with the district will be reported to the Education Standards and Practices Board.

### **B. Effect of Contract**

The Board and the Association agree that the terms and conditions set forth in this Contract represent the full and complete understanding and commitment between the parties and that said terms and condition may not be altered, changed, added to, deleted from, or modified without the mutual consent of the parties in amendment, written and attached and made part of this Contract. All employees of the Eight Mile School District covered by the terms and conditions of this Agreement shall be issued a copy.

### **C. Savings Clause**

Should any article, section or clause of this Contract be declared illegal or void by a court of competent jurisdiction, said article, section or clause shall be automatically

deleted from this Contract to the extent it violates or conflicts with the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Contract if not affected by the deleted article, section, or clause.

D. Individual Contracts

Individual contracts shall not be inconsistent with the terms and conditions of this contract. Returning certified staff shall have twenty (20) calendar days from the date of receipt to sign and return their contract.

E. Provisions

The provisions of each Article attached hereto shall be effective as of July 1, 2021 and shall continue in effect until June 30, 2022, at which time this Contract shall automatically renew itself unless written notification to the contrary is made by either party at least sixty (60) days prior to the anniversary date of any year. If such notification occurs, the Contract shall be renegotiated. Changes may be made at any time by agreement.

F. Ratification

IN WITNESS WHEREOF, signatures of the duly authorized representatives of the Board and the Association indicate this Contract has been ratified by the Eight Mile School Board and the Trenton Education Association.

**Dated on this 29<sup>th</sup> day of April 2022**

**EIGHT MILE PUBLIC SCHOOL DISTRICT #6**

BY: \_\_\_\_\_  
President

**ATTEST:**

**TRENTON EDUCATION ASSOCIATION**

BY: \_\_\_\_\_  
Business Manager

BY: \_\_\_\_\_  
TEA Representative

**ARTICLE VIII: APPENDIX**

All new and returning teachers with 0,1,2 years of experience will be moved to step 2, where they will remain until they reach step 2, where they will then move throughout the matrix as normal.

<b>2022 - 2023 BASE SALARY</b>		<b>\$42,700</b>				
<b>Years</b>	<b>BS/Base</b>	<b>BS + 10</b>	<b>BS + 21</b>	<b>BS + 32</b>	<b>Masters</b>	<b>Masters + 16</b>
0	\$42,700.00	\$43,767.50	\$44,861.69	\$45,983.23	\$47,132.81	\$48,311.13
1	\$43,767.50	\$44,861.69	\$45,983.23	\$47,132.81	\$48,311.13	\$49,518.91
Start	\$44,861.69	\$45,983.23	\$47,132.81	\$48,311.13	\$49,518.91	\$50,756.88
3	\$45,983.23	\$47,132.81	\$48,311.13	\$49,518.91	\$50,756.88	\$52,025.80
4	\$47,132.81	\$48,311.13	\$49,518.91	\$50,756.88	\$52,025.80	\$53,326.45
5	\$48,311.13	\$49,518.91	\$50,756.88	\$52,025.80	\$53,326.45	\$54,659.61
6	\$49,518.91	\$50,756.88	\$52,025.80	\$53,326.45	\$54,659.61	\$56,026.10
7	\$50,756.88	\$52,025.80	\$53,326.45	\$54,659.61	\$56,026.10	\$57,426.75
8	\$52,025.80	\$53,326.45	\$54,659.61	\$56,026.10	\$57,426.75	\$58,862.42
9	\$53,326.45	\$54,659.61	\$56,026.10	\$57,426.75	\$58,862.42	\$60,333.98
10	\$54,659.61	\$56,026.10	\$57,426.75	\$58,862.42	\$60,333.98	\$61,842.33
11	\$56,026.10	\$57,426.75	\$58,862.42	\$60,333.98	\$61,842.33	\$63,388.39
12	\$57,426.75	\$58,862.42	\$60,333.98	\$61,842.33	\$63,388.39	\$64,973.10
13	\$58,862.42	\$60,333.98	\$61,842.33	\$63,388.39	\$64,973.10	\$66,597.43
14	\$60,333.98	\$61,842.33	\$63,388.39	\$64,973.10	\$66,597.43	\$68,262.36
15			\$64,973.10	\$66,597.43	\$68,262.36	\$69,968.92
16			\$66,597.43	\$68,262.36	\$69,968.92	\$71,718.15
17			\$68,262.36	\$69,968.92	\$71,718.15	\$73,511.10
18			\$69,968.92	\$71,718.15	\$73,511.10	\$75,348.88
19			\$71,718.15	\$73,511.10	\$75,348.88	\$77,232.60
20			\$73,511.10	\$75,348.88	\$77,232.60	\$79,163.41
21				\$77,232.60	\$79,163.41	\$81,142.50
22				\$79,163.41	\$81,142.50	\$83,171.06
23				\$81,142.50	\$83,171.06	\$85,250.34