

THE AGREEMENT OF PROFESSIONAL NEGOTIATION

Between The SAWYER EDUCATION ASSOCIATION
And The SAWYER SCHOOL BOARD

SAWYER PUBLIC SCHOOL

25 1st Ave SW

Sawyer, ND 58781

2022-2023

SCHOOL TERM

PROFESSIONAL NEGOTIATED AGREEMENT

The Sawyer Board of Sawyer Public School District #16 and the Sawyer Education Association do hereby agree that the welfare of the children of the Sawyer Public School is paramount in the operation of the school and will be promoted by both parties. The parties do hereby agree as follows:

1. RECOGNITION

The School Board of Sawyer Public School District #16, hereinafter referred to as the Board, and the Sawyer Education Association recognize that teaching is a profession. The Board recognizes the Sawyer Education Association hereinafter referred to as the Association, as the exclusive representative of the certified personnel employed, or to be employed as classroom teachers.

The Association recognizes the Board as the elected representatives of the people of the Sawyer Public School District and as the employer of the certified personnel of Sawyer School District.

The purpose of this recognition is the mutual agreement that the parties will negotiate in good faith in accordance with provisions of the N.D.C.C., and will use professional, educational and statutory channels for appeal in the event of impasse.

2. PRINCIPALS

A. ATTAINING OBJECTIVES

Attainment of objectives of the educational program of the district requires mutual understanding and cooperation among the Board, the Superintendent, the administration, the staff, and the professional teaching personnel.

To this end, a free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determination of matters of mutual concern.

B. PROFESSIONAL TEACHING PERSONNEL

It is recognized that teaching is a profession requiring specialized qualifications, and that the success of the educational program in the district depends upon the maximum utilization of the abilities of teachers who are well satisfied with the conditions under which their services are rendered.

C. TEACHER PARTICIPATION

The Board, or the Board and Superintendent, or designated representatives of the Board and/or administrative staff will meet with the representatives of the Association for the purpose of discussion and working toward a mutually satisfactory agreement on terms and conditions of employment and employer-employee relations. This agreement may include, but is not limited to, salary benefits, hours, and other terms and conditions of employment.

3. PROCEDURES

A. DRAFTING

Requests from the Association normally will be made directly to the Superintendent's office. Requests from the Superintendent or the Board will be made to the President of the Association. A mutually agreed upon meeting date shall be set and a meeting held within fifteen (15) days of the date of the request.

B. MEETINGS

Meetings composed of members of the Association Collaborative Bargaining Negotiation Committee, the Board Collaborative Bargaining Committee, and the Superintendent, shall be called upon the written request of any one of the parties involved, namely: The Association, The Board, and the Superintendent of Schools. Requests for meetings should contain specific statements as to the reasons for requests.

C. EXCHANGE OF FACTS AND VIEWS

The Association Collaborative Bargaining Committee, the Board Collaborative Bargaining Committee, and the Superintendent of Schools will exchange facts, opinions, proposals, and counter proposals freely during the meeting or meetings in an effort to negotiate in good faith to reach mutual understanding and agreement.

D. REQUESTS FOR ASSISTANCE

The participants may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. All participants have the right to utilize the services of consultants in the deliberations. When consultants are mutually called upon by respective committees, the expense shall be equally shared. If either committee calls upon a consultant for their exclusive use, the total expense shall be paid by that committee.

E. AGREEMENT

When the participants reach agreement, it will be reduced to writing, approved by both the Sawyer Education Association and the Sawyer School Board, signed by representatives of both parties, and become a part of the official minutes of the Board. Such agreement shall constitute a modification of the Articles of this Agreement, and provisions in the Agreement shall not discriminate against any member of the teaching staff because of membership or non-membership in any teachers' organization.

4. MEDIATION AND APPEAL

A. LOCAL MEDIATION

If a contract is not mutually agreed upon the provisions of the N.D.C.C., shall be followed.

B. STATE FACT FINDING

In case of an impasse the Association and Board shall follow the procedure as set up by the N.D.C.C.

5. ARTICLES OF AGREEMENT

A. CONFORMITY TO LAW-SAVING CLAUSE

Section 1. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law and any subsequent action shall be subject to appropriate consultation and negotiation with the Board and the Association.

Section 2. In the event that any provisions of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

B. AGREEMENT

The agreement of Professional Negotiations of the Association and Board shall apply to all teachers. The salary schedule for 2022-2023 is attached to this Agreement as Appendix 1A.

In the event that the salary stated on any teacher's individual contract is not in accordance with the salary schedule, attached as Appendix 1A, the salary stated in Appendix 1A that applies to the teacher shall be paid to the teacher.

Teachers will advance on the salary schedule horizontally if they have obtained eight (8) semester hours or more of graduate level work in their major or minor field.

Courses not in one's major and/or minor field, or in an approved program shall be acceptable as graduate level courses and will require the superintendent's approval. This shall include workshops. All incoming teachers and current staff shall receive full credit for courses already taken which meet these said requirements.

C. EXPERIENCE BROUGHT IN

A teacher may bring in 10 years of prior experience and be placed on the Sawyer Certified pay schedule accordingly.

D. EXTRACURRICULAR SCHEDULES

The extracurricular pay schedule for 2022-2023 is attached to this Agreement as Appendix 2.

E. INSURANCE ALLOWANCE

The Sawyer School District will pay an amount equal to 85% of a Single Group Health Plan for any teacher wishing to participate in the group Health Plan. Faculty members with an F.T.E of 70% or more will receive the full amount allowed. Faculty members with a F.T.E. of less than 70% will be paid on their exact percentage of F.T.E. Faculty members not wishing to participate in the Group Health Plan will receive the amount as a taxable cash option. Faculty members have the option of deducting additional amounts from their salary to be paid toward the balance of their policy through the school.

Amount to be determined per year.

F. RELEASE TIME

Release time will be granted at the discretion of the superintendent or appropriate principal upon the request of a teacher. No dockage in salary will result during a period of release time. For the purpose of this paragraph release time shall mean no more than two (2) hours per occurrence per teacher as agreed upon between the teacher and the superintendent, or appropriate principal.

G. PERSONAL LEAVE

Personal leave will be granted as follows:

Years of Consecutive Service at Sawyer School	Days of Personal Leave Earned Per Year	Accumulation Days Maximum
0-9	3	6
10+	4	7

Personal leave must be taken in a minimum of half day (1/2 day) increments. This leave must be approved by the superintendent or appropriate principal, at least 3 (three) days in advance, whenever possible, to allow time to secure a substitute. In case of multiple applications, the application with the most seniority will have first consideration. Any unused personal leave will be paid to the teacher at a rate of \$50.00 per day after the maximum has been accumulated, at the end of the school year. When leaving or retiring from the system, any accumulated personal leave will be paid to the teacher at the rate of \$50.00 per day.

H. SICK LEAVE

The sick leave policy of the Sawyer School allows each teacher twelve (12) days of sick leave each year cumulative to ninety (90) days. These days may be used for personal illness or to attend to ill family members to include spouse, child, parent, sibling, grandparent, grandchild, like in-law, or other permanent household members. When a teacher has missed work for five (5) consecutive days or more for illness he/she may be requested to present a doctor’s certificate to the superintendent. Sick leave will be tracked by FTE (.14) for each school period, based on a 7-period day.

The Sick Leave Bank is available to all certified staff who accumulate sick leave as per Board policy and are contracted for at least 180 days. The purpose of the bank shall be for staff members’ unexpected catastrophic illness and/or injury. Each member may invest one or more days as he/she sees fit.

1. **Qualifications**
Members may accept or reject participation to donate days at the signing of their yearly employment contract. Participation through donation may be a consideration when determining Sick Bank day allocation. The Sick Bank day will be prorated for part time certified staff.
2. **Waiting Period**
Any staff member having used their total accumulated sick and personal leave may apply to use Sick Leave Bank days. Applications must be in writing and shall be given to the committee for consideration. A medical doctor’s certificate of illness shall accompany all applications for use of the Sick Bank.

3. Sick Leave Committee

The Sick Leave Committee shall consist of the SEA President and Vice President and two Administrators. The Sick Leave Committee shall supervise the use of the Bank, review all applications, accept or reject all applications, maintain proper balance, provide reasonable assurance that the Sick Leave Bank is not abused.

4. Depleted Days

Should the Bank become depleted of days, the staff has the option to donate additional days to members who have requested days from the Bank.

Any teacher, upon completion of their second full year in the Sawyer School system, shall at the time of leaving the system, receive (\$50.00) per day for unused accumulated sick leave. Any teacher who has been non-renewed for cause will not receive any accumulated sick leave pay upon leaving the Sawyer School District. If a teacher is released due to declining enrollment, or for any reason for which the teacher is not responsible, then he/she will receive accumulated sick leave pay. After ninety (90) days of sick leave have been accumulated an additional ten (10) days of reserve sick leave will be available if needed. The ten (10) days reserve sick leave is not included for payment of unused sick leave at the time of departure from the School District.

I. FUNERAL/BEREAVEMENT LEAVE

Absence with pay up to five (5) days per occurrence shall be allowed in the event of the death of a spouse, child, parent, sibling, grandparent, grandchild, like in-law, or permanent member of the immediate household. A teacher may request one day per occurrence, with pay, to be allowed for other close relatives, friends, or colleagues. Requests must be approved by the appropriate principal.

J. EMERGENCY LEAVE

One (1) day emergency leave annually may be granted each teacher. This leave must be approved by the superintendent or appropriate principal, and he/she must be given the sufficient notice to secure a substitute. In case of multiple applications, the application with the most seniority will have first consideration. This leave is not accumulative.

K. DUTY FREE LUNCH

The district shall provide duty free lunch periods for all certified teachers. When any certified teacher mutually agrees with administration to supervise in the cafeteria during lunch, they shall receive compensation for school lunch at the current cost.

L. PAYROLL

The School Board will issue semimonthly payroll payments, beginning in August of each school year. Wages shall be paid on the 15th and 30th of each month commencing on August 30th during years with duties beginning prior to August 25th and commencing on September 15th on all other years. Sawyer School will provide direct deposit to all employees.

M. CONTRACTS

The School Board and the Sawyer Education Association agree that all contracts shall be honored as written and that if circumstances alter the situation, both teacher and School Board shall be involved in the solution.

N. RELEASE FROM CONTRACT

Reference School Board Policy 4-19, revised June, 2017.

O. TEACHER RETIREMENT DEFERMENT

The School District shall tax defer the Teacher's Retirement assessment under TFFR Model 2 (Partial) of the Employer Payment Plan. The School District will pay 2.25% of the employee's share.

P. ADDITIONAL CLASSROOM DUTY PAY

Should teachers be required to teach in the Elementary Departmentalized Program, or Combination Classroom, they will be compensated, per each additional grade level, at the rate of 1/7th of his/her current contract. The current rate of pay for a substitute will follow board policy. Teachers subbing for another teacher in elementary or secondary will be paid 1/7th of sub pay.

Q. PROFESSIONAL DEVELOPMENT FUND

"Continuing Education Development Fund" capped at \$200.00 per teacher per year is available to all licensed teaching staff employed by the Sawyer School District.

R. LENGTH OF AGREEMENT

This agreement, including the provisions of each Article, shall be effective as of July 1st, 2022, and shall continue in effect until June 30th, 2023, at which time this Contract shall automatically renew unless notification to the contrary is made by either Party at least one hundred sixty (160) days prior to the anniversary date of any year. If such notification occurs, this contract shall be renegotiated. Changes may be made at any time by mutual consent.

S. REOPENING CLAUSE

This agreement may be reopened by either party in event of a reduction, or increase, in state funding level or taxable valuation of the district.

T. GRIEVANCE PROCEDURE

Grievance procedure shall follow Board Policy DGA.

This negotiated agreement shall supersede all individual contracts. Policy of the Sawyer School District not discussed in this agreement shall be under control of the Board.

Dated this 20th Day of

SAWYER EDUCATION ASSOCIATION

SAWYER SCHOOL BOARD

Jennifer Hayes, Association Member

Shannon Beck, Board President
Sawyer Public School District #16

Salary Schedule 2022-2023 Steps \$750/ BS Lanes \$750; MS Lanes \$750										
YEARS/STEPS	BS	BS+8	BS+16	BS+24	BS+32	MS	MS+8	MS+16	MS+16	MS+16
0		38512	39262	39762	40262	40762	41012	41762	41762	42512
1	750	39262	40012	40512	41012	41512	41762	42512	42512	43262
2	750	40012	40762	41262	41762	42262	42512	43262	43262	44012
3	750	40762	41512	42012	42512	43012	43262	44012	44012	44762
4	750	41512	42262	42762	43262	43762	44012	44762	44762	45512
5	750	42262	43012	43512	44012	44512	44762	45512	45512	46262
6	750	43012	43762	44262	44762	45262	45512	46262	46262	47012
7	750	43762	44512	45012	45512	46012	46262	47012	47012	47762
8	750	44512	45262	45762	46262	46762	47012	47762	47762	48512
9	750	45262	46012	46512	47012	47512	47762	48512	48512	49262
10	750	46012	46762	47262	47762	48262	48512	49262	49262	50012
11	750	46762	47512	48012	48512	49012	49262	50012	50012	50762
12	750	47512	48262	48762	49262	49762	50012	50762	50762	51512
13	750	48262	49012	49512	50012	50512	50762	51512	51512	52262
14	750	49012	49762	50262	50762	51262	51512	52262	52262	53012
15	750	49762	50512	51012	51512	52012	52262	53012	53012	53762
16	750	50512	51262	51762	52262	52762	53012	53762	53762	54512
17	750	51262	52012	52512	53012	53512	53762	54512	54512	55262
18	750	52012	52762	53262	53762	54262	54512	55262	55262	56012
19	750	52762	53512	54012	54512	55012	55262	56012	56012	56762
20	750	53512	54262	54762	55262	55762	56012	56762	56762	57512
21	750	54262	55012	55512	56012	56512	56762	57512	57512	58262
22	750	55012	55762	56262	56762	57262	57512	58262	58262	59012
23	750	55762	56512	57012	57512	58012	58262	59012	59012	59762
24	750	56512	57262	57762	58262	58762	59012	59762	59762	60512
25	750	57262	58012	58512	59012	59512	59762	60512	60512	61262
26	750	58012	58762	59262	59762	60262	60512	61262	61262	62012
27	750	58762	59512	60012	60512	61012	61262	62012	62012	62762
28	750	59512	60262	60762	61262	61762	62012	62762	62762	63512

29	750	60262	61012	61512	62012	62512	62762	63512	64262
30	750	61012	61762	62262	62762	63262	63512	64262	65012
31	750	61762	62512	63012	63512	64012	64262	65012	65762
32	750	62512	63262	63762	64262	64762	65012	65762	66512
33	750	63262	64012	64512	65012	65512	65762	66512	67262
34	750	64012	64762	65262	65762	66262	66512	67262	68012
35	750	64762	65512	66012	66512	67012	67262	68012	68762

Appendix 2: Activity Schedule

Update with return of High School

Proposed Activity Schedule 2022-2023

Number of Positions	Contracted Position	Base Pay
1 per team	Head Sports Coach	\$1,000
1 per team	Asst. Sports Coach	\$700
1 person	Prom Coordinator	\$250
2 positions	Student Council Advisor 1 HS/1 Elem	\$250 per position
1 position	Class Advisor	\$100 per grade
1 Per Activity	Organization/Club Advisor (Robotics, STEM Club, FBLA, FHA, FFA, Spirit Club, etc)	\$500 per 36-week Organization prorated for lesser time
1 Per Activity	High School Activity Advisor/Coordinator (Dance, Science Olympiad, Math Counts, etc)	\$100 per activity
1 Per Activity	Elementary Activities Advisor/Coordinator (Dance, Academic Meet, Spelling Bee, Reading Month, etc.)	\$100 per activity
1 Person	Social Media	\$25 per month
1 Person	School Yearbook	\$1000.00
1 Person	School Newspaper	\$25 per issue (max 1 per month)
1 Person	Band Director (pep, marching)	\$100 per event
1 Person	Choir Director	\$100 per event
1 Person	Drama/Musical Director	\$2000

Positions are assigned by administration. Activities, events, etc., are subject to pre-approval (according to handbook, with accountability for expectations of position) by administration with at least one SEA member. This schedule applies to any teacher outside Sawyer School District as well as any non-contracted personnel filling these positions (if necessary)

*If any position is shared/split Base pay is shared/split between personnel.

** Each position earns an additional \$25 per completed year of experience in the district

***Transportation of students to cooperating schools by coach/advisor will be paid the current state rate mileage rate when using personal vehicle.