2013 - 14 & 2014 - 15

MASTER CONTRACT

FOR

SARGENT CENTRAL RECOGNIZED NEGOTIATION UNIT

AND

SARGENT CENTRAL SCHOOL DISTRICT #6
575 5TH STREET SW
FORMAN, NORTH DAKOTA
58032
CONTENTS

SECTION I  SALARY SUMMARY            PAGE (1-4)
  2013 - 14 BASE SALARY              PAGE (1-2)
  2014 - 15 BASE SALARY              PAGE (3-4)

SECTION II  CO-CURRICULAR SALARY SCHEDULE        PAGE (5)

SECTION III  SALARY DEFINITIONS     PAGE 3

SECTION IV  TAX SHELTER             PAGE 4

SECTION V  INSURANCE ALLOWANCE      PAGE 4

SECTION VI  ANNUITY                 PAGE 4

SECTION VII  PROFESSIONAL NEGOTIATION AGREEMENT PAGE 5-6

SECTION VIII  LEAVES OF ABSENCE     PAGE 6-8

SECTION IX  BREEACH OF CONTRACT POLICY PAGE 8

SECTION X  GRIEVANCE PROCEDURE      PAGE 8-11

SECTION XI  SAVINGS CLAUSE          PAGE 11

SECTION XII  DURATION CLAUSE        PAGE 11

SECTION XIII  AGREEMENT PAGE        PAGE 12

SECTION XIV  DATE AGREEMENT ADOPTED BY SCHOOL BOARD PAGE 12
2013 - 14 and 2014 - 15 Master Agreement
Salary

2013 – 14 Base Salary

Section 1: NEW HIRES

A. The minimum salary for teachers employed by the District on a nine month basis is as shown below:

<table>
<thead>
<tr>
<th>Degree</th>
<th>BS + 8</th>
<th>BS + 16</th>
<th>BS + 24</th>
<th>BS + 32</th>
<th>MA/MS</th>
<th>MA/MS + 8</th>
<th>MA/MS + 16</th>
<th>MA/MS + 24</th>
<th>MA/MS + 32</th>
</tr>
</thead>
<tbody>
<tr>
<td>BS</td>
<td>$33,000.00</td>
<td>$33,500.00</td>
<td>$34,000.00</td>
<td>$34,500.00</td>
<td>$35,000.00</td>
<td>$37,000.00</td>
<td>$37,500.00</td>
<td>$38,000.00</td>
<td>$38,500.00</td>
</tr>
</tbody>
</table>

B. Any teacher hired into the system may, at the discretion of the school board, be allowed five, (5), years of prior teaching experience from another system. For each year of experience granted, a newly hired teacher will receive $500.00 a year for each year they bring into the system.

Section 2: RETURNING TEACHERS

A. The Sargent Central Public School District shall pay the following education lanes for credit accumulation leading to lane advancement

<table>
<thead>
<tr>
<th>Degree</th>
<th>BS + 8</th>
<th>BS + 16</th>
<th>BS + 24</th>
<th>BS + 32</th>
<th>MA/MS</th>
<th>MA/MS + 8</th>
<th>MA/MS + 16</th>
<th>MA/MS + 24</th>
<th>MA/MS + 32</th>
</tr>
</thead>
<tbody>
<tr>
<td>BS + 8</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$2,000.00</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

B. Guaranteed Annual Increase: The district shall provide each full-time contracted teacher with a $500.00 annual increase to the teacher’s salary compensation package and each part-time contracted teacher will receive the proportional amount (ex., .5 contracted will receive .5 x $500.00).
C. Additional Teacher’s Salary Compensation, if any, will be across-the-board increases as negotiated. For the 2013 - 14 school term, the additional across-the-board increase will be $1,500.00 for each full-time teacher. Part-time teachers will receive a proportional amount (ex., .5 contracted teacher will receive .5 x $1,500.00). An additional $000.00 will be added to the insurance or annuity for the 2013 - 14 salary.

D. Credits earned beyond the Masters Lane; MA/MS, shall be in an approved plan-of-study for an equivalent or advanced degree through the individual’s institution of study.

Section 3: **SAVING CLAUSE**

A. No returning licensed teacher shall be paid less than a new hire licensed teacher at the same education lane and with the same years of experience.

**FUTURE SALARY DECISIONS**

In future years, both the guaranteed annual amount and the across-the-board increase, for returning full-time teachers, are subject to traditional negotiations.
2013 – 14 and 2014 - 15 Master Agreement

Salary

2014 – 15 Base Salary

Section 1: NEW HIRES

A. The minimum salary for teachers employed by the District on a nine month basis is as shown below:

<table>
<thead>
<tr>
<th>Level</th>
<th>BS</th>
<th>BS + 8</th>
<th>BS + 16</th>
<th>BS + 24</th>
<th>BS + 32</th>
<th>MA/MS</th>
<th>MA/MS + 8</th>
<th>MA/MS + 16</th>
<th>MA/MS + 24</th>
<th>MA/MS + 32</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary</td>
<td>$34,000.00</td>
<td>$34,500.00</td>
<td>$35,000.00</td>
<td>$35,500.00</td>
<td>$36,000.00</td>
<td>$38,000.00</td>
<td>$38,500.00</td>
<td>$39,000.00</td>
<td>$39,500.00</td>
<td>$40,000.00</td>
</tr>
</tbody>
</table>

B. Any teacher hired into the system may, at the discretion of the school board, be allowed five, (5), years of prior teaching experience from another system. For each year of experience granted, a newly hired teacher will receive $500.00 a year for each year they bring into the system.

Section 2: RETURNING TEACHERS

A. The Sargent Central Public School District shall pay the following education lanes for credit accumulation leading to lane advancement.

<table>
<thead>
<tr>
<th>Level</th>
<th>BS + 8</th>
<th>BS + 16</th>
<th>BS + 24</th>
<th>BS + 32</th>
<th>MA/MS</th>
<th>MA/MS + 8</th>
<th>MA/MS + 16</th>
<th>MA/MS + 24</th>
<th>MA/MS + 32</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$2,000.00</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

B. Guaranteed Annual Increase: The district shall provide each full-time contracted teacher with a $500.00 annual increase to the teacher’s salary compensation package and each part-time contracted teacher will receive the proportional amount (ex., .5 contracted will receive .5 x $500.00).

Proposed Wednesday, June 19, 2013
Ratified June 21, 2013
C. Additional Teacher’s Salary Compensation, if any, will be across-the-board increases as negotiated. For the 2014 - 15 school year, the additional across-the-board increase will be $1,250.00 for each full-time teacher. Part-time teachers will receive a proportional amount (ex., .5 contracted teacher will receive .5 x $1,250.00). An additional $600.00 will be added to the insurance or annuity for the 2014 - 15 salary.

D. Credits earned beyond the Masters Lane; MA/MS; shall be in an approved plan-of-study for an equivalent or advanced degree through the individual’s institution of study.

Section 3: **SAVING CLAUSE**

A. No returning licensed teacher shall be paid less than a new hire licensed teacher at the same education lane and with the same years of experience.

**FUTURE SALARY DECISIONS**

In future years, both the guaranteed annual amount and the across-the-board increase, for returning full-time teachers, are subject to traditional negotiations.
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Basketball</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Head</td>
<td>$4,083</td>
<td>$180</td>
<td>$4,263</td>
<td>$180</td>
<td>$4,443</td>
<td></td>
</tr>
<tr>
<td>Assistant</td>
<td>$2,858</td>
<td>$126</td>
<td>$2,984</td>
<td>$126</td>
<td>$3,110</td>
<td></td>
</tr>
<tr>
<td>Junior High</td>
<td>$2,246</td>
<td>$99</td>
<td>$2,345</td>
<td>$99</td>
<td>$2,444</td>
<td></td>
</tr>
<tr>
<td><strong>Football</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Head</td>
<td>$4,083</td>
<td>$180</td>
<td>$4,263</td>
<td>$180</td>
<td>$4,443</td>
<td></td>
</tr>
<tr>
<td>Assistant</td>
<td>$2,858</td>
<td>$126</td>
<td>$2,984</td>
<td>$126</td>
<td>$3,110</td>
<td></td>
</tr>
<tr>
<td>Junior High</td>
<td>$2,246</td>
<td>$99</td>
<td>$2,345</td>
<td>$99</td>
<td>$2,444</td>
<td></td>
</tr>
<tr>
<td><strong>Track</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Head</td>
<td>$4,083</td>
<td>$180</td>
<td>$4,263</td>
<td>$180</td>
<td>$4,443</td>
<td></td>
</tr>
<tr>
<td>Assistant</td>
<td>$2,858</td>
<td>$126</td>
<td>$2,984</td>
<td>$126</td>
<td>$3,110</td>
<td></td>
</tr>
<tr>
<td>Junior High</td>
<td>$2,246</td>
<td>$99</td>
<td>$2,345</td>
<td>$99</td>
<td>$2,444</td>
<td></td>
</tr>
<tr>
<td><strong>Wrestling</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transportation</td>
<td>$1,633</td>
<td>$72</td>
<td>$1,705</td>
<td>$72</td>
<td>$1,777</td>
<td></td>
</tr>
<tr>
<td><strong>Volleyball</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Head</td>
<td>$4,083</td>
<td>$180</td>
<td>$4,263</td>
<td>$180</td>
<td>$4,443</td>
<td></td>
</tr>
<tr>
<td>Assistant</td>
<td>$2,858</td>
<td>$126</td>
<td>$2,984</td>
<td>$126</td>
<td>$3,110</td>
<td></td>
</tr>
<tr>
<td>Junior High</td>
<td>$2,246</td>
<td>$99</td>
<td>$2,345</td>
<td>$99</td>
<td>$2,444</td>
<td></td>
</tr>
<tr>
<td><strong>Cross Country</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$3,266</td>
<td>$144</td>
<td></td>
<td>$3,410</td>
<td>$144</td>
<td>$3,554</td>
<td></td>
</tr>
<tr>
<td><strong>Golf</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant</td>
<td>$940</td>
<td>$22</td>
<td>$512</td>
<td>$21</td>
<td>$533</td>
<td></td>
</tr>
<tr>
<td><strong>Cheerleader</strong></td>
<td>$1,837</td>
<td>$81</td>
<td>$1,918</td>
<td>$81</td>
<td>$1,999</td>
<td></td>
</tr>
<tr>
<td><strong>Music</strong></td>
<td>$4,083</td>
<td>$180</td>
<td>$4,263</td>
<td>$180</td>
<td>$4,443</td>
<td></td>
</tr>
<tr>
<td><strong>Music Elementary</strong></td>
<td>$4,263</td>
<td>$180</td>
<td>$4,263</td>
<td>$180</td>
<td>$4,443</td>
<td></td>
</tr>
<tr>
<td><strong>1 Act Play</strong></td>
<td>$817</td>
<td>$36</td>
<td>$853</td>
<td>$36</td>
<td>$889</td>
<td></td>
</tr>
<tr>
<td><strong>3 Act Play</strong></td>
<td>$1,714</td>
<td>$180</td>
<td>$1,894</td>
<td>$180</td>
<td>$2,074</td>
<td></td>
</tr>
<tr>
<td><strong>Speech</strong></td>
<td>$2,269</td>
<td>$715</td>
<td>$2,345</td>
<td>$715</td>
<td>$2,433</td>
<td></td>
</tr>
<tr>
<td><strong>Sophomore Advisor (2)</strong></td>
<td>$998</td>
<td>$72</td>
<td>$1,070</td>
<td>$72</td>
<td>$1,144</td>
<td></td>
</tr>
<tr>
<td><strong>Junior Advisor (2)</strong></td>
<td>$538</td>
<td>$72</td>
<td>$610</td>
<td>$72</td>
<td>$682</td>
<td></td>
</tr>
<tr>
<td><strong>Annual</strong></td>
<td>$2,450</td>
<td>$108</td>
<td>$2,558</td>
<td>$108</td>
<td>$2,666</td>
<td></td>
</tr>
<tr>
<td><strong>Senior Advisor</strong></td>
<td>$300</td>
<td>$300</td>
<td>$300</td>
<td>$300</td>
<td>$300</td>
<td></td>
</tr>
<tr>
<td><strong>Athletic Director</strong></td>
<td>$4,083</td>
<td>$4,083</td>
<td>$4,083</td>
<td>$4,083</td>
<td>$4,083</td>
<td></td>
</tr>
<tr>
<td><strong>FHA</strong></td>
<td>$1,797</td>
<td>$1,876</td>
<td>$1,955</td>
<td>$1,144</td>
<td>$1,144</td>
<td></td>
</tr>
<tr>
<td><strong>Music Accompanist</strong></td>
<td>$1,429</td>
<td>$1,492</td>
<td>$1,555</td>
<td>$1,555</td>
<td>$1,555</td>
<td></td>
</tr>
<tr>
<td><strong>Tech Coordinator</strong></td>
<td>$4,083</td>
<td>$2,984</td>
<td>$4,443</td>
<td>$2,984</td>
<td>$4,443</td>
<td></td>
</tr>
<tr>
<td><strong>Prom Advisor</strong></td>
<td>$471</td>
<td>$471</td>
<td>$471</td>
<td>$471</td>
<td>$471</td>
<td></td>
</tr>
</tbody>
</table>
SECTION III. SALARY DEFINITIONS

A. If undergraduate hours are desired to effect lane change, obtain superintendent and/or school board approval. This does not count towards hours needed for basic credential. 

B. The School Board will pay up to $75.00 per credit hour of education. These hours are those that qualify for lane change. Payment will be made to the teacher upon completion of the course. Any other stipend will be deducted from the amount. (June 19, 2013)

C. Certified teacher renewal requirements to follow state requirements. (June 16, 2011) North Dakota Educational Standard and Practices Board licensure renewal for certified staff is reimbursed to the renewal applicant at $12500. (June 19, 2013)

D. Teachers may change salary lanes on the salary guide by submitting written intent before June 1 on the proposal to advance salary lanes and provide a transcript of the necessary college credits to the Superintendent’s office no later than September 15. No lane change will be allowed after September 15.

EXTRA DUTY PAY

E. Teachers on noon duty will receive compensation for one noon meal for each day of duty. Compensation is received in the teacher’s May paycheck. No payment or compensation will be given unless the staff member takes the full periods of supervision.

F. Subject to the administration’s prior approval of the assignment of a teacher as a substitute during that teacher’s preparation period, the teacher will be compensated at the rate of $20.00 for each period of pre-approved substitute service rendered.

G. Compensation for committee work will be limited to an honorarium for in-service in the text book selection committee and the North Central Accreditation Committee. The amount of honorarium is to be determined by the Superintendent.

H. Sargent Central Teachers shall be under contract beginning the first day of school, Department of Public Instruction calendar 175 student contact days and 182 calendar day ending the last day of school. Additional days required by the school will be compensated at the rate of $150 per day. (June 16, 2011)
SECTION IV. TAX SHELTER  

1 Sargent Central School District #6 will use the HB 1095 Model 1 as a bookkeeping method to provide tax sheltering of the payroll deducted TFFR. 

(Updated through re-opening of 2014 – 15 negotiations May 19, 2014)

4 Sargent Central Public School District will use the Employee Payment Plan (800) Model 2-Partial Payment: two (2) percent, as a bookkeeping method to provide tax sheltering of the payroll deducted TFFR. 

(Updated through re-opening of 2014 – 15 negotiations May 19, 2014)

SECTION V. INSURANCE ALLOWANCE  

1 Sargent Central School District #6 will pay an allowance for health insurance as follows:

- **Family Plan:** $6,350.00
- **Single Plan:** $3,450.00
- **Single W/D:** $4,850.00

<table>
<thead>
<tr>
<th>Year</th>
<th>Family Plan</th>
<th>Single Plan</th>
<th>Single W/D</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013 – 14</td>
<td>$6,350.00</td>
<td>$3,450.00</td>
<td>$4,850.00</td>
</tr>
<tr>
<td>2014 – 15</td>
<td>$6,350.00</td>
<td>$3,450.00</td>
<td>$4,850.00</td>
</tr>
</tbody>
</table>

(June 16, 2011, updated June 19, 2013)

8 2014 – 15

- **Family Plan:** $7,210.00
- **Single Plan:** $3,732.00
- **Single with Dependents Plan:** $5,418.00

(Updated through re-opening of 2014 – 15 negotiations May 19, 2014)

13 If this dollar amount is on excess of the policy premium, only the amount of the premium will be paid. Staff members may have their group health insurance premium paid up to the amount negotiated for the premium payment or they may take the annuity option.

17 Not all the regulations and applications are identified in the Patient Protection Affordable Care Act as it related to health major medical insurance. With the unknowns of the PPACA, the school board is suggesting an amendment to review health major medical insurance after premium costs are received for the 2014-15 anniversary year. (June 19, 2013)

SECTION VI. ANNUITY  

1 The teachers have the option of receiving the insurance allowance or an annuity in
the amount of $2,350.00, *(2011 – 12)* and $2,600.00, *(2012 – 13)*; but not both.
*(June 16, 2011)*

There shall be a maximum number of five tax deferred annuity companies from which each teacher may choose to participate. The teacher will make a choice of the company in which he/she would like the annuity deposited. Sargent Central Public School District’s adopted 403(b) Plan is the governing document for staff participation.

**SECTION VII.**  
**PROFESSIONAL NEGOTIATION AGREEMENT**

**Preface:**

The school board of the Sargent Central School District #6 and the recognized negotiating unit do hereby agree that the welfare of the children of Sargent Central School District #6 is paramount in the operation of the school and will be promoted by both the recognized negotiating unit & School Board. The Association & School Board agree as follows:

**Recognition:**

The Sargent Central School Board, herein-after referred to as the School Board, recognizes that teaching is a profession. The School Board recognizes the appropriate negotiations unit, herein-after referred to as the recognized negotiating unit as the representative of all the certified teachers employed or to be employed, for the purpose of negotiation on matters of mutual concern, upon request.

The recognized negotiating unit recognizes the School Board as the elected representatives of the people of the Sargent Central School District #6 and as the employer of the certified personnel of the district.

Both parties recognize the North Dakota Century Code as the basis for negotiations in North Dakota Public Schools and do hereby agree to operate in accordance with said law.

The School 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:

1. To executive management and administrative control of the school system and its properties, programs and facilities.

2. To employ and re-employ all personnel and, subject to the provisions of law or State Department of Public Instruction, determine their dismissal, their demotion, and their promotion.
3. To establish and supervise the program of instruction and make the necessary assignments for all programs of extra-curricular nature for the benefit of the students.

4. To determine 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, length of school year and the school calendar. Teacher recommendations will be evaluated in determining decisions relevant to areas mentioned in this paragraph.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the School Board, the adoption of policies, rules, regulations and practices shall not be limited.

Representation:
All teachers in the Sargent Central School District #6 are in agreement with the professional negotiation agreement.

SECTION VIII. LEAVES OF ABSENCE

A. Disability Leave

1. Each teacher shall be entitled to ten (10) days disability leave for themselves, spouse, and children, parents, or mother-in-law, or father-in-law, for disability per school year. Unused disability leave will be capped at 180 days. Any staff member who has exceeded the 180 day limit, at the end of the 2002-2003 school year, shall be capped at their present number of days. A file shall be kept in the central office pertaining to disability leave and shall be available for examination by the teacher at any time convenient to both parties. A doctor’s statement may be requested if disability is in excess of three (3) consecutive days.

2. Teachers shall be paid for any unused leave up to twenty (20) days at substitute rate, provided written notice of resignation is received up to and including March 1st and paid substitute rate of disability leave for ten (10) days, provided written notice of resignation is received after March 2nd through the end of the school term for the succeeding school term. If a certified staff member is reduced-in-force, by April 15th they will be compensated at substitute rate for unused disability leave up to twenty (20) days.

3. Of the ten (10) days disability leave allowed per school year, a teacher may use up to eight (8) days per year for death in the immediate family. Immediate family shall be interpreted as: spouse, child, father, mother, grandchildren, brother and sister or any other member of the family unit living in the same household no matter what degree of relationship. Five (5) days of disability leave may be used for the death of any relative or friend, this leave is at the
4. Disability Leave Bank:
   a. A Staff member may choose to donate up to two (2) days per year of disability leave for a catastrophic disability uncured by a fellow staff member or his or her spouse or children after their supply of disability leave is depleted.

   b. All donated days to the disability leave bank which are unused are rolled into the following school year. *(June 19, 2013)*

   c. A Staff member choosing to donate will indicate his or her wishes to donate a day of disability leave to the Business Manager. His or her name will be placed on a list. This list of names will be used for a random draw to supply adequate days to be used for the disability.

   d. A committee made up of the Superintendent, Principal, and two (2) teachers shall review the request on a case by case basis to determine its eligibility. The teacher, after having used all of his or her disability leave days, need to provide doctor documentation to substantiate the request.

B. Teacher Requested Leave

Up to five (5) days of paid non-accumulative teacher requested leave may be used by each teacher per school year. The leave may be taken by the teacher without loss of pay or other benefits, with the following provision:

1. Three (3) days advanced written notice shall be given to the appropriate administrator.

2. Teacher requested leave for the following days will be granted at the discretion of the administration, and the teacher may be asked for an explanation:
   a. The first and last two weeks of the school year.
   b. The school day immediately before and after a holiday or vacation period.
   c. Parent-Teacher Conferences.

3. Personal leave may be granted provided a qualified substitute is available and there are not an excessive number of teachers requesting leave on the same day.

4. Teacher requested leave must be taken in increments of at least one-half (1/2) days.

5. Teacher requested leave used for an emergency shall not require three (3) day advanced notice as stipulated above. In such cases, the teacher must give as
much advanced notice as possible.

a. If the principal is unable to find a substitute because of short notice, he/she may assign other teachers to cover the class period or periods, for no more than one school day, on a basis agreeable to such staff members and the principal.

C. Sabbatical Leave

Sabbatical leave may, at the discretion of the School Board, be granted to a teacher subject to the following terms and conditions.

1. A teacher seeking sabbatical leave shall notify the superintendent in writing before April 15, prior to the school year in which the sabbatical leave is to be taken. The superintendent will submit the request to the School Board for its approval.

2. The teacher completing the sabbatical leave shall, upon his/her return, be assigned the same teaching position occupied prior to leave. Early return from such leave may be granted at the discretion of the administration.

3. The teacher who was granted a sabbatical leave, shall notify the proper administrator by March 1 during the year of the sabbatical on his/her intentions of returning or not returning to the district.

SECTION IX. BREECH OF CONTRACT POLICY

Any teacher who signs a contract to teach in Sargent Central School District #6 and then breaks the contract shall be liable for the following damage payments:

a. July 1 to July 31 ===== 4% of gross contract.

b. August 1 to School Starts ==== 6% of gross contract.

c. During school year ===== 8% of gross contract.

The school board reserves the right to waive the above penalties under special circumstances.

SECTION X. GRIEVANCE PROCEDURE

STATEMENT OF PRINCIPLE

The objective of the grievance procedure is to insure an opportunity for professional staff members and administrators to have unobstructed communications with one another and the School Board with respect to alleged grievances through recognized channels to contribute to the development of improved morale and effectiveness of the professional staff members, administrators and the School Board.

A. The purpose of this article is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise
during the administration of the agreement.

B. Every teacher covered by this agreement shall have the right to present grievances in accordance with these procedures. Nothing contained in this article, or elsewhere in this agreement, shall be construed to prevent any individual employee from informally discussing a misinterpretation, or misapplication of the negotiated agreement or of the individual teacher’s contract with the administration and having it adjusted without the use of this procedure, provided the adjustment is not inconsistent with this agreement. 

(June 16, 2011)

C. A teacher who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.

D. Failure of a teacher of the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. The failure to render a decision or hold a conference or meeting as required herein within the time limits shall permit the grievance to proceed to the next step. Time limits, however, may be extended by mutual agreement.

E. Any teacher has a right to be represented in the same grievance procedure. The teacher shall present at any grievance discussion or hearing when the administration and/or the Association deem it necessary.

F. Hearings and conferences under this procedure shall be conducted after school hours.

G. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or Association shall be conducted so as to result in no interference with, or interruption whatsoever of, instructional programs and related work activities of the teaching staff.

H. In the event of a grievance, the grievant shall perform his/her assigned work tasks during the grievance proceedings.

I. It is agreed that this grievance procedure shall be the exclusive formal remedy for adjudicating the misapplication of the alleged negotiated agreement or of the individual teacher’s contract. (June 16, 2011)

J. If at any step of the grievance proceedings, a grievant receives the relief sought, the proceedings shall terminate.

K. All documents, communications and records dealing with grievance shall not become part of the teacher’s personnel file.

DEFINITIONS:
A. A grievance is an allegation by a teacher that there has been a violation,
misinterpretation, or misapplication of the negotiated agreement or of the individual teacher’s contract. *(June 16, 2011)*

B. The term days, when used in this article, shall, except where otherwise indicated, mean school days.

C. Only one complaint shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the issue involved, the relief sought, the date the incident or violation took place, the specific section of the agreement that the grievance alleges to have violated, the signature of the grievant and the date. In the event more than one grievance is simultaneously filed, setting forth the same identical complaint, they shall proceed through the grievance procedure jointly.

D. Any notice required hereunder to be given to the School Board shall be served upon the business manager of the district. Any notice required hereunder to be given the Association shall be served upon the president(s) of the Association or other officer of the Association. Notice shall be deemed completed upon receipt of the notice by the party being served. Service may be made personally or by certified or registered mail and the return receipt shall be evidence of compliance with notice requirement.

**STEPS OF PROCEDURE**

**A. FIRST STEP:** If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing with his or her immediate supervisor or principal within thirty (30) days from the date of the occurrence of the event giving rise to the grievance.

1. The immediate supervisor or principal shall hold a conference with the grievant within four (4) days of the receipt of the grievance.

2. The immediate supervisor or principal shall make a decision on the grievance and communicate it in writing to the grievant and the Association within five (5) days after the conference.

**B. SECOND STEP:** In the event a grievance has not been satisfactorily resolved as the first step, the grievant shall file within five (5) days of the immediate supervisor’s or principal’s written decision at the first step, a copy of the grievance with the superintendent.

1. Within ten (10) days after such written grievance is filed, the grievant, his/her representative, and the superintendent, or his designee, shall meet and make a decision and communicate it in writing to the grievant, the principal or immediate supervisor, and the Association within five (5) days after the meeting.

**C. THIRD STEP:** In the event the grievance is not satisfactorily resolved at the second step, the grievant shall file, within five (5) days of the superintendent’s written decision at the second step, a copy of the grievance with the School Board.
1. Within ten (10) days after such written grievance is received by the business manager of the district, the School Board shall hold a meeting with the grievant, his/her representative, the principal or supervisor and the superintendent.

2. The business manager if the district shall give notice of the meeting date to the grievant and the president(s) or other officer of the Association.

3. The School Board shall make a decision and communicate it in writing to the teacher, the Association, and the superintendent within ten (10) days after the meeting.

D. FOURTH STEP: Within ten (10) school days after receiving the decision of the school board, an appeal from the decision may be made by requesting local mediation. Within (10) school days after receiving a written request from the teacher, the school board shall select a mediator and the teacher a mediator. The two (2) mediators shall meet and select a third member. The mediators shall examine the grievance information, interpret the grievance, and submit a written recommendation to the school board and the teacher. The arbitrators’ decision shall be binding to both parties.

SECTION XI. SAVINGS CLAUSE

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

SECTION XII. DURATION CLAUSE

This agreement will automatically be renewed and will continue in force for additional periods of one year unless either party gives notice to the other party, before February 16, prior to the anniversary date of this agreement, of its desire to reopen certain provisions of this agreement and/or additions to this agreement, and to negotiate over some of the provisions. In the event a successor agreement is not agreed upon before the anniversary date of this agreement, all provisions of this agreement shall remain in full force until a settlement occurs. All salaries, benefits, and working conditions agreed upon in the successor agreement will be retroactive to the anniversary date of this agreement. In the event of a two year contract, negotiations may be opened after the first year for items other than salary schedule and fringe benefits upon proper petition as mentioned above.
SECTION XIII. AGREEMENT PAGE (Re-opening of Negotiations for 2014 – 15 Master Agreement May 19, 2014)

1

This agreement between the Sargent Central School District #6 Board of
Education and the Sargent Central Education Association supersedes all other
agreements. The signing of this agreement renders all prior agreements null and
void. This agreement will have a duration date from

02/01/2014 to 06/30/2015

Head Teacher Negotiator

Head Board Negotiator

Ben Anderson

lnaikshaftt

Asst. Negotiator

Asst. Negotiator

Date Signed 6/21/2014

Date Signed 6/21/2014

SECTION XIV. DATE AGREEMENT ADOPTED BY SCHOOL BOARD

11

The Sargent Central School District #6 Board of Education at its board meeting

12

1/1/15 approved the above mentioned negotiation agreement.

13

1/1/15 Board Chair

14

1/1/15 Date Signed

SECTION XIII. AGREEMENT PAGE

1

This agreement between the Sargent Central School District #6 Board of
Education and the Sargent Central Education Association supersedes all other
agreements. The signing of this agreement renders all prior agreements null and
void. This agreement will have a duration date from

7/1/2013 to 6/30/2015.

Head Teacher Negotiator

Head Board Negotiator

Ben Anderson

lnaikhaftt

Asst. Negotiator

Asst. Negotiator

Date Signed 6/27/2013

Date Signed 6/27/2013

SECTION XIV. DATE AGREEMENT ADOPTED BY SCHOOL BOARD

11

The Sargent Central School District #6 Board of Education at its board meeting

12

1/1/15 approved the above mentioned negotiation agreement.

13

1/1/15 Board Chair

14

1/1/15 Date Signed