

OAKES PROFESSIONAL NEGOTIATION AGREEMENT 2019-21

ARTICLE I. RECOGNITION

The Board of the Oakes Public School District #41, hereinafter referred to as the Board, and the Oakes Education Association, hereinafter referred to as the Association, agree as follows:

The Board recognizes the Association as the representative organization for all teachers employed by the Oakes School District on an annual contract and engaged primarily as classroom teachers, including librarian, but excluding building counselors, school nurse, and all administrative personnel.

The Association recognizes that all terms and conditions of employment not covered by this agreement are subject to the Board's exclusive direction and control and may not be the subject of negotiations during the term of this agreement.

The Board and Association agree that negotiations shall last no longer than 90 days unless both parties agree to extend the negotiations time period. When agreement is reached, it shall be reduced to writing and when approved by the Association and Board, and signed by the parties, shall become a part of the official minutes of the Board.

ARTICLE II. TEACHER GRIEVANCE PROCEDURE

This article provides a step-by-step procedure that guarantees the right of teachers to administrative "due process," to assure fairness and equity. No teacher or administrator shall discriminate against, coerce or interfere with any teacher, 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* is an allegation by a teacher that s/he has been subject to 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* as 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 (e.g., Superintendent) assumes that his/her designate or deputy may serve in his/her place.

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.

1. **Informal Process:** The Board encourages the resolution of grievances as near the point of origin as possible. Therefore, a teacher with a grievance shall first discuss it with his/her principal. Within five days, the principal shall communicate his/her views to the aggrieved teacher orally. Should such informal process fail to satisfy the teacher, then a grievance may be processed as follows.
2. **Formal Process:** A teacher may be represented and accompanied by a representative of his/her choosing at any step in this process. The teacher filing the grievance must be present at each step in this procedure.
 - a. The teacher 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 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. A teacher may present the written grievance to his/her principal. Within five days after receiving written notice from the teacher, the principal having made every effort to resolve the grievance, shall communicate his/her decision, in writing, together with supporting reasons to the teacher.
 - c. If no agreement is reached or the time limit outlined above elapses without answer, the aggrieved teacher may present the written grievance to the Superintendent. The Superintendent shall meet and confer with party or parties involved with a view to arriving at a mutually satisfactory adjustment. Participants in the conference shall be those who participated at the previous levels. Within ten days after receiving the appeal, the Superintendent shall communicate his/her decision, in writing, together with the supporting reasons, to the principal, and to the aggrieved teacher.
 - d. Within ten days after receiving the decision of the Superintendent an appeal from the decision may be made to the school board. Within ten days after receiving the written request from the aggrieved teacher, the school board shall examine the complaint, consider the opinions of all parties concerned,

interpret the grievance and submit a written recommendation to the Superintendent, the principal and the aggrieved teacher.

- e. Within ten days after receiving the decision of the school board an appeal from the decision may be made by requesting local mediation. Within ten days after receiving a written request from the teacher, the school board shall select a mediator, and the teacher shall select a mediator. The two mediators shall meet and select a third member. The mediators shall examine the complaint, interpret the grievance and submit a written recommendation to the school board and the teacher.

Disposition

All decisions reached under this grievance procedure shall be filed with the aggrieved teacher, each school administrator and the Oakes Education Association President to be used as precedent for future complaints.

ARTICLE III. TEACHER EMPLOYMENT

Section 1. Professional Growth. All teachers shall fulfill the requirements of the professional development plan established by the Superintendent in each school year.

Section 2. Credit for Experience. Upon entering the Oakes School system, each teacher will be allowed credit for experience at the rate of one-year credit for each year experience.

Section 3. Other Duties Clause. On individual contracts the other duties clause shall read as follows: "... and shall perform such other duties as may be deemed necessary by the Administration."

Section 4. Extra-Curricular. The Board shall reserve the right to assign any extra-curricular duty to any teacher's contract. Administration will consult with teachers involved in an effort to make the assignments mutually agreeable.

Section 5. Travel. Teachers may be required to use their own automobile for school related travel. They will be reimbursed for all such travel in compliance with the state rate. The school car shall be used when available, and at no time shall teachers be reimbursed for travel unless authorized by the Superintendent.

Section 6. Notice of Vacancy. Whenever a teaching vacancy arises, notice of the vacancy and its job description shall be posted in the school buildings.

Section 7. Hours. The workday for all full-time teachers shall be from 8:15 a.m. to 3:45 p.m. On days preceding a non-working day, teachers may leave following student dismissal. The Administration or Board has the right to call staff meetings prior to or after the school day and attendance shall be required by all staff members unless excused by the Administration or Board.

Section 8. Length of Term. The 2019-20 and 2020-21 contract period shall consist of 187 days, except 188 days for new staff, including parent-teacher conferences, in-service training, one workday prior to the beginning of the school year and one workday after the last day of school.

Section 9. Class Load. Normal teaching load in the Oakes Public School District will not exceed six hours of pupil contact per day. Assignment to a supervised study period shall be considered pupil contact. Junior and senior high school teachers shall not be required to teach in more than three subject areas with no more than four preparations without the consent of the teacher involved.

Section 10. Lunch Period. All teachers shall be provided with a duty-free, uninterrupted lunch period of at least one-half hour each day.

ARTICLE IV. COMPENSATION

Section 1. Salaries.

Base 2019-20	\$40,750
Base 2020-21	\$41,250
Steps	\$450 per year of experience
Credits	\$60 per credit
Maximum Credits	75 credits
Master's Degree	\$1,500

Section 2. Advancement on Schedule.

1. For advancement on the salary schedule, additional graduate or undergraduate credit hours and master's degree must be approved by the Superintendent. Transcripts of courses or completion of master's degree must be in the business office by September 15 if the teacher is to receive a full salary adjustment. When courses are taken during the summer, however, a letter from the instructor by September 15 will suffice as proof of course completion until the transcript is received by the business office. The letter should include the institution's name, name and number of courses completed, credits received, and date completed. Credits earned during the fall semester are eligible for a salary adjustment of 50% or \$30 if turned in to the business office by January 15th.
2. Beginning in 2020-21, teachers who have taught at Oakes Public Schools for more than four years will receive a salary retention increase as follows:

Years Employed at OPS (non-compounding)	
5-9 years	\$300
10-14 years	\$600
15+ years	\$900

Section 3. Extracurricular Salaries.

Years Experience	HEAD Baseball Boys Basketball Girls Basketball Football Track Volleyball Wrestling	Drama Acorn-Not as part of a class	ASSISTANT Baseball Boys Basketball Girls Basketball (2)Football (2) Track Volleyball Wrestling	Instrumental Music Vocal Music	Speech	C SQUAD Boys Basketball Girls Basketball Volleyball	Boys BB Gr 7 Boys BB Gr 8 Girls BB Gr 7 Girls BB Gr 8 (2) Football JH Golf Volleyball Gr 7 Volleyball Gr 8 Wrestling JH
% Factor	13.0%	10.0%	9.5%	9.0%	8.0%	7.0%	6.0%
\$33,500	\$4,355	\$3,350	\$3,183	\$3,015	\$2,680	\$2,345	\$2,010
\$350	\$46	\$35	\$33	\$32	\$28	\$25	\$21
0	\$4,355	\$3,350	\$3,183	\$3,015	\$2,680	\$2,345	\$2,010
1	\$4,401	\$3,385	\$3,216	\$3,047	\$2,708	\$2,370	\$2,031
2	\$4,446	\$3,420	\$3,249	\$3,078	\$2,736	\$2,394	\$2,052
3	\$4,492	\$3,455	\$3,282	\$3,110	\$2,764	\$2,419	\$2,073
4	\$4,537	\$3,490	\$3,316	\$3,141	\$2,792	\$2,443	\$2,094
5	\$4,583	\$3,525	\$3,349	\$3,173	\$2,820	\$2,468	\$2,115
6	\$4,628	\$3,560	\$3,382	\$3,204	\$2,848	\$2,492	\$2,136
7	\$4,674	\$3,595	\$3,415	\$3,236	\$2,876	\$2,517	\$2,157
8	\$4,719	\$3,630	\$3,449	\$3,267	\$2,904	\$2,541	\$2,178
9	\$4,765	\$3,665	\$3,482	\$3,299	\$2,932	\$2,566	\$2,199
10	\$4,810	\$3,700	\$3,515	\$3,330	\$2,960	\$2,590	\$2,220
11	\$4,856	\$3,735	\$3,548	\$3,362	\$2,988	\$2,615	\$2,241
12	\$4,901	\$3,770	\$3,582	\$3,393	\$3,016	\$2,639	\$2,262
13	\$4,947	\$3,805	\$3,615	\$3,425	\$3,044	\$2,664	\$2,283
14	\$4,992	\$3,840	\$3,648	\$3,456	\$3,072	\$2,688	\$2,304
15	\$5,038	\$3,875	\$3,681	\$3,488	\$3,100	\$2,713	\$2,325

2019-20 Base \$33,500

2019-20 Step \$350

Maximum Steps 15 years

2020-21 Base \$34,000

2020-21 Step \$350

Maximum Steps 15 years

1. Coaches will be placed on the 2017-19 schedule based on their verified years of experience and will advance one year on the schedule for each year of coaching. Experience at the junior through senior high level or higher will be recognized. Experience carries across extracurricular positions.
2. Coaches on the extracurricular schedule prior to 2017 whose pay would decrease under this schedule will receive the same salary as they received in 2016-17, plus an additional step as calculated under this schedule applied to that salary, starting in 2017-18, until they have reached the maximum 15 steps.
3. The following positions will be compensated if the season extends beyond the point of automatic qualification and they attend the next level of competition: Head Coaches, Golf, Drama (One Act Play), Instrumental Music, Speech, and Vocal Music - \$150/tournament or event; Assistant Coaches - \$100/tournament or event.
4. Any coach required to do without an assistant will be paid the assistant's salary in addition to the head coach's salary.

5. Head and Assistant Coaches shall be allowed one day of professional leave per year non-accumulative to attend the state tournament of their sport when their team does not qualify, or to attend professional development in their discipline. . Head and Assistant Coaches may request that the district pay or reimburse their expenses in whole or in part pursuant to ARTICLE VI. OTHER LEAVE, Section 2. Teacher Requested Leave. Such payment or reimbursement is at the discretion of the district administration.
6. Extracurricular positions may be eliminated at the discretion of the Board.

Section 4. Method of Payment. Each teacher shall have the option of accepting their salary in nine, ten, or twelve equal payments with notification as to option selected to be given to the business manager by September 1 of each year. Normal pay days will be on the 20th of each month except when a pay day falls on or during a school holiday, vacation or weekend, at which time teachers will receive their check on the last working day preceding such holiday, vacation or weekend.

Section 5. Health Insurance.

1. The Board shall provide a single health insurance policy per FTE.
2. Teachers may elect one of two options:
 - a. **Option 1:** The Board shall offer a traditional health insurance policy in which the teacher shall pay the first \$300.00 of deductibles incurred and the Board will pay the balance of the deductibles and all of the co-insurance incurred during the plan year.
 - b. **Option 2:** The Board shall offer a qualified high-deductible health insurance policy. The first year the teacher chooses this option, the Board will contribute \$1,800.00 to a Health Savings Account (HSA) in the teacher's name in the first month of the plan year. Any subsequent years, the Board will match, dollar for dollar, the teacher's HSA contribution up to \$1,700.00 per plan year, with the employer contribution made monthly. All employee contributions to their HSA will be on a monthly payroll deduction.
3. For teachers electing not to accept a health insurance policy provided by the Board, the Board will contribute half the amount of a single premium under Option 1 above each month to a Section 125 plan for the teacher, provided the teacher shows a current medical insurance card as proof of insurance.
4. No cash in lieu of any health insurance premium payments shall be paid by the Board.
5. When the health insurance carrier changes, a representative of the new carrier will meet with the executive board of the Association.

Section 6. TFFR. The Oakes Public School District will utilize 15-39.1-09 so as to tax shelter the teacher's portion of the assessments sent to TFFR. Beginning in 2019-20, the District will pay 16.5% for teachers' salary into ND TFFR (12.75% employer share and 3.75% member share. In 2020-21 and future years, the District will pay 20.25% of the teachers' salary in ND TFFR (12.75% employer share and 7.5% member share).

Section 7. Section 125 Cafeteria Plan. The District shall pay \$350 each year per teacher to be used towards offered benefit plans or deposited into a pre-tax account such as an HSA or flexible spending account.

ARTICLE V. SICK LEAVE

Section 1. Accumulation.

At the beginning of each school year each teacher shall be credited with a ten-day sick leave allowance, except new teachers will be credited with a twelve- day sick leave allowance, to be used for absences caused by illness, injury, or disability of the teacher or within the family. The unused portion of such allowance shall accumulate from year to year to a limit of ninety days. The teacher may be required to furnish the Administration with a medical provider's certificate of illness for any consecutive days in excess of three. In the event of illness, the building principal shall be notified by the teacher no later than 7:15 a.m. on the day of the illness.

Each teacher may request from other teachers an additional 10 days maximum leave, either sick or other leave, with the request being approved by the administration.

Upon termination of employment, teachers shall receive a payment for all unused days of accumulated sick leave at the rate of \$5.00 a day. If a teacher has a minimum of 10 years of service in the district they will receive \$15 per unused sick day.

Section 2. Sick Leave Bank.

Sick leave bank is available to teachers for catastrophic illness and/or injury. Each participating teacher shall invest two sick leave days in the bank in their first year of employment, and one sick leave day each succeeding year until the bank reaches a balance not less than 180 days. When the balance drops below 180 days minus one day per participating member, each member shall be assessed sufficient days to restore the 180-day balance.

- A. **Qualifications.** The offer to join the sick leave bank is a one-time offer. The sick leave bank shall be available to only faculty members signing their initial contract.
- B. **Application.** Any faculty member having used their total accumulated personal sick leave may apply to the sick leave bank for consideration to draw on the sick leave bank days. Application must be in writing and shall be given to the sick leave bank committee for consideration. A medical doctor's certificate of illness shall accompany all applications to the sick leave bank committee.
- C. **Committee.** Upon the request for use of the sick leave bank by a teacher, a committee will be selected consisting of three teachers selected by the members, and the two building principals. The purpose of the sick leave bank committee shall be to oversee the use of the bank, review all applications, accept or reject the applications, maintain proper balance, and provide reasonable assurance that the sick leave bank is not abused.
- D. **Limitations.** Any member of the sick leave bank, upon approval of the sick leave bank committee, may draw from the sick leave bank for a period not to exceed 180 school days. This benefit shall be realized regardless of benefits obtained by non-school agencies. Any member of the sick leave bank may withdraw from the bank at the end of the current contract year. Any member withdrawing from the sick leave bank may

withdraw one-half of the days that they placed in the bank and have those days credited to their personal sick leave, provided the member has not used the bank. Once a member has used the bank, at anytime, and chooses to withdraw, no days shall be credited to their personal sick leave.

- E. Accounting. Recordkeeping and accounting procedures shall be maintained by the district business manager.

ARTICLE VI. OTHER LEAVE

Section 1. General Provisions.

Each teacher shall be allowed seven days of leave per year non-accumulative to be used for emergency, professional, and personal reasons. These leave days are not to be used for the performance of extra-curricular duties or leave days used at the request of the administration.

If a teacher does not use all their Other Leave in any year, the teacher shall be compensated at the rate of \$50 per unused day, pro-rated for partial days. This compensation will be paid with the June payroll.

Each building shall not have more than 20% of the teaching staff listed on the fall FTE absent on other leave at any one time. Should the requests for other leave exceed 20%, the administration may grant those requests contingent upon the availability of substitute teachers. Other leave will be granted on the first request basis.

Any teacher who is requested by the administration to attend workshops or conferences shall receive actual costs based on current state reimbursement rates, registration fees up to the actual cost, and be reimbursed travel at current district rates if required to use personal vehicle and substitute shall be paid by the board.

Section 2. Teacher Requested Leave.

Teachers may request the administration grant them: professional leave, registration fees (whole or part), travel and/or lodging to attend workshops or conferences. All additional expenses not granted by administration shall be borne by the teacher.

Section 3. Sabbatical Leave.

Sabbatical leave may, at the discretion of the Board, be granted to a teacher to work toward a higher level of education; to fulfill a military or governmental obligation; to promote or provide a service to the field of education; or to hold public office. A teacher who wishes to request a sabbatical leave shall notify the Superintendent in writing of their desire to take such leave and indicate the purpose and duration of such leave at least sixty days prior to the date on which their leave is to begin. The Superintendent will submit the request to the Board at the next regularly scheduled meeting for approval or disapproval.

Upon completion of a sabbatical leave, a teacher shall immediately be assigned to the same position which they held at the time the leave commenced. Early return from such leave shall be granted at the discretion of the administration.

ARTICLE VII. MISCELLANEOUS PROVISIONS

Section 1. Understanding.

The Board and the Association agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties and the said terms and conditions may not be altered, changed, added to, deleted from, or modified without the mutual consent of the parties, in amendment, written and attached to, and made a part of this agreement. No contracts will be issued until the agreement is signed and dated by duly authorized representatives of the Board and the Association.

Section 2. Saving Clause.

If any article, section, or clause of this agreement is found to be in conflict with law or declared illegal by a court of competent jurisdiction, said article, section, or clause shall automatically be deleted from this agreement to the extent that it violates the law, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of this agreement if not affected by the deleted article, section, or clause.

Section 3. Individual Contracts.

Any contract between the Board and a teacher shall be expressly subject to the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement for its duration shall be controlling. Individual teacher contracts for the second year of a two-year negotiated agreement will be issued on March 1.

Section 4. Duration.

This agreement, unless otherwise noted, will be effective July 1, 2019, through June 30, 2021, and will automatically renew and continue in full force and effect for additional periods of one year unless either the Board or the Association gives written notice to the other not later than February 1, 2021, of its desire to reopen this agreement and to negotiate a successor agreement.

If a successor agreement is not reached before June 30, 2021, all salaries, benefits, and teacher working conditions in the successor agreement will be retroactive to July 1, 2021.

Dated this ____ day of _____, 2019.

OAKES SCHOOL BOARD

Sonia Meehl

Sheila Nagel

OAKES EDUCATION ASSOCIATION

Greg Dobitz

Leigh Delahoyde