

AGREEMENT

Between

SCHOOL BOARD

of

Bismarck Public School District No. 1

and

BISMARCK EDUCATION ASSOCIATION

2011-2013

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NEGOTIATIONS AGREEMENT

RECOGNITION

The School Board of the Bismarck Public School District #1, hereinafter referred to as the District, recognizes the Bismarck Education Association, hereinafter referred to as the Association, as the bargaining agent for certificated/licensed staff employed as professional classroom teachers, librarians, or counselors, who are not administrative or supervisory in nature.

Administrative positions are all public school employees employed primarily for administration of the schools or district-wide departments of the school district and devoting at least fifty percent (50%) of their time to administrative or supervisory duties.

LEAVES

I. Sick Leave

- A. Twelve (12) days for nine (9) and ten (10) month contracts.
- B. Thirteen (13) days for eleven (11) month contracts.
- C. Fourteen (14) days for twelve (12) month contracts.
- D. Part-time teachers will receive sick leave days commensurate to the percentage of their contracts.
- E. Unused sick leave days will be cumulative to one hundred ninety (190) days. Staff members who have accumulated in excess of one hundred ninety (190) days shall retain those days until used, but without further accumulation beyond one hundred ninety (190) days.

II. Family and Medical Leave - Adoption

In the event of an adoption of a child under the age of five (5) by a certified/licensed employee of the district, employed at least fifty percent (50%) time, the employee shall be entitled to six (6) weeks/thirty (30) days of adoption leave. Application for the adoption leave will be filed with the Human Resources Office at the time the employee is approved for adoption privileges. All adoption leave days are to be deducted from the employee's sick leave. In the event that accumulated sick leave is less than 30 days, any days used beyond those accumulated will be subject to a salary deduction. If a husband and wife both work for the school district and each wishes to take leave for the adoption of a child, the husband and wife may only take a combined total of six (6) weeks of accumulated sick leave. Additional leave may be available for family medical leave (Reference - Administrative Rule GBRI-R). Adoption leave may not be taken for adoption of stepchildren or adoption of a foster child that has been living with the family. (Family and Medical Leave would be available through Administrative Rule GBRI-R).

III. Emergency Leave

A. Definition

Emergency leave is defined as an absence for an emergency other than personal illness or death in the family.

B. Each teacher working half-time or more may be granted up to three (3) days of emergency leave per year at the discretion of the superintendent or designee.

C. The three (3) days of emergency leave would be deducted from the employee's sick leave.

IV. Personal Leave

The District will grant two (2) personal leave days per year with a maximum accumulation of five (5) days. Certificated/licensed staff who have fifteen (15) years of teaching in the Bismarck Public School System will earn three (3) days of personal leave per year with a maximum accumulation of five (5) days. Part-time licensed staff will receive personal leave days commensurate to the percentage of their contracts with a maximum accumulation

of their percentage times (x) five (5) days. Two (2) personal leave days may be granted by the building principal. A request to use three (3) or more consecutive personal leave days may be approved or disapproved by the Superintendent or designee. Except in cases judged to be an emergency by the principal, Superintendent, or designee, the following applies:

- A. The request for use of personal leave days must be received at least twenty-four (24) hours prior to the date requested except as outlined in C (below).
- B. Personal leave days cannot be used for the first five (5) days of classroom instruction, nor for the last five (5) days of the contracted school year unless approved by the Superintendent or designee.
- C. The Superintendent may give preference to requests relating to weddings, funerals, graduations, or similar events pertaining to family members. Preference may also be granted for participation in children's school activities. The following items apply to those granted "preference" status:
 - 1. A qualified substitute instructor must be scheduled by the individual requesting leave.
 - 2. All grading and required book work will be completed and turned in prior to the leave, if request includes the last two (2) days of school.
 - 3. "Closure" with students will be completed prior to the leave, if request includes the last two (2) days of school.
 - 4. Personal leave that is non-emergency during the last five (5) days of school must be requested one (1) month prior to date/dates requested.

V. Sabbatical Leave

A. Purpose of Sabbatical Leave

The time granted must be used to advance the recipient in his/her current major teaching field or fields. Travel, as the sole purpose of requesting a sabbatical leave, is not eligible for receiving a sabbatical. Also, the committee must consider the benefits to the

school district as well as the applicant during the selection process.

B. Eligibility

1. All teachers who have been employed full-time in the Bismarck Public School System for no less than seven (7) years shall be eligible to apply for a sabbatical leave.
2. Applications for a sabbatical leave must be received by March 15 and shall be reviewed by a selection committee appointed by the Superintendent.
3. The finalists, as determined by the committee, shall be presented to the Superintendent for the final selection.
4. The School Board, at their discretion, may fund up to two (2) certificated/licensed employees to receive a sabbatical leave for any one (1) school year.

C. Reimbursement

The recipient shall receive 1/2 (50%) of the previous year's salary, exclusive of extra-duty or summer school payment, from the District for a year's leave and 1/4 (25%) for a one-half year leave. The District shall provide sixty percent (60%) of the District's portion of the medical, vision, and dental coverage, life insurance, and LTD policies during the months of sabbatical leave.

D. Performance Bond

The recipient must agree to fulfill the purpose of the sabbatical leave and return to the District for a five-year term. Furthermore, he/she shall sign a promissory note with the district agreeing to reimburse the district of money received on the following graduated scale should he/she not return or leave the district before the five-year term has expired:

Before the 1st year	100% reimbursement
Before the 2nd year	80% reimbursement
Before the 3rd year	60% reimbursement

Before the 4th year	40% reimbursement
Before the 5th year	20% reimbursement

VI. Professional Growth Leave

All certificated/licensed staff members are eligible to apply for professional growth leave days. The granting of these days is at the sole discretion of the Superintendent of Schools or designee.

VII. Leave of Absence

A leave of absence without pay may be granted to certificated/licensed staff with the assurance of a position with the District the following year under the following conditions:

- A. A written request must be submitted to the Superintendent or designee by March 15 of the school year preceding the requested leave of absence. In the event of extenuating circumstances, the Superintendent may waive the deadline date.
- B. Experience will not accrue during the time of such leave, but said teacher will retain all previous years of experience credited under the provisions of this agreement.
- C. All teachers on a leave of absence will be subject to the school district's R.I.F. plan under the same conditions as any other teacher in the system.
- D. Teachers with less than four (4) years teaching experience in the Bismarck Public School System will not be granted a leave of absence.
- E. Anyone granted a leave of absence must provide a written notice either delivered in person or by certified mail to the school district of his/her intention to return or he/she is considered to have tendered his/her resignation. The notification must be received by the Human Resources Office prior to March 15 of the year of the leave.

VIII. Association Leave

The District will provide to the Association without loss of pay to individuals a total of fifteen (15) days for association activities during each school year. The Association and District will each pay fifty percent (50%) of the cost of substitute teachers for the fifteen (15) days. The president of the Association must present three (3) days prior notice to the Superintendent or designee for the proposed use of all association leave days. In the event of extenuating circumstances, the Superintendent or designee may waive the three (3) day notice.

EDUCATIONAL ASSISTANCE FOR ADVANCED DEGREE PROGRAM

I. The Educational Assistance for Advanced Degree Program shall be interpreted as follows:

- A. Certificated staff who hold life certificates must block years employed in the Bismarck Public School System into five-year periods, beginning with September 1 of the first year of employment. All others will follow their five-year certificate/ license.
- B. To be eligible for the Educational Assistance Program, all course work must be approved by the Superintendent of Schools or designee and be a part of a course of study for an advanced degree.
- C. The District's educational assistance for any course cannot exceed the cost for the credits received. The amount to attach credit charged by the college is not reimbursable.
- D. The maximum amount that can be received during any five-year period is three thousand six hundred dollars (\$3,600).

SALARY SCHEDULE ADVANCEMENT AND PLACEMENT

I. Attaining MA Column

- A. All courses must be approved by the Superintendent of Schools or designee to qualify for advancement credit prior to enrolling in the course.
- B. Only those courses taken after the receipt of the Master's Degree will apply to advancement to MA+15, MA+30, MA+45, and MA+60.

II. Vocational Instructors

- A. Credit toward advancement on the salary schedule may be earned by vocational instructors in building trades, electronics, auto body and auto mechanics, welding, and commercial art areas based on the following criteria:
 - 1. College credit for approved courses issued by recognized colleges or universities will count for movement on the salary schedule.
 - 2. Non-degreed vocational instructors may advance on the salary schedule from the BA Column to the BA+30 Column. These instructors would also qualify for the experience payment.
 - 3. Non-degreed vocational instructors may advance on the salary schedule to the BA+45 Column if the vocational instructor is working towards a degree (Associates or Bachelors). A plan of study must be submitted to the Human Resources Office. This provision will apply to those teachers hired by the district for the 2011-12 school year and beyond.
 - 4. To be eligible for advancement on the salary schedule, all course work hours must be approved by the Superintendent of Schools or designee prior to enrolling in the course.

III. Part-Time Staff

- A. Teachers contracted for less than full-time employment will be advanced to the next step on the salary schedule each year in the same manner as a full-time employee.
- B. If part-time employment changes to full-time employment, the employee is placed on the salary step for the accumulated percentage of time worked within the District credited to the nearest whole number.

IV. Salary Deductions

Salary deductions will be based on the number of days as stated in each year's individual teacher's contract.

V. Contract Changes

- A. Teachers who have earned a salary adjustment due to additional graduate credits will be granted such adjustment provided the request for a contract change is accompanied by one of the following items certifying successful completion of previously approved college course work:
 - 1. Official transcripts.
 - 2. Official grade slips.
 - 3. Letter from the institution acknowledging successful course completion with official grades pending.
- B. Contracts will be adjusted on or before the following dates:
 - 1. Second Tuesday of September.
 - 2. Second Tuesday of January.
- C. Salary adjustment will be pro-rated for the remaining portion of the contract year.

- D. Teachers may, in cases determined exceptional by the Superintendent of Schools or designee, receive credit for an undergraduate level course. A request for approval prior to taking the course shall be based on a written application containing a justification letter and other pertinent information to assist the decision-making process.

VI. Liquidated Damages

Any teacher who has signed a contract for the following school year and requests a release, and is given the release, will pay as liquidated damages therefore:

First Thirty (30) Calendar Days	\$ 250
Next Thirty (30) Calendar Days	\$ 500
More than Sixty (60) Calendar Days	\$1000

The date for the beginning of payment of damages will be five (5) calendar days after the due date of the contract.

VII. Salary Schedule

- A. BA - As of the 2005-06 school year the maximum step will be step 9.

BA+15 - As of the 2005-06 school year the maximum step will be Step 15.

BA+30 - As of the 2005-06 school year the maximum step will be step 20.

All teachers at higher steps in these three lanes prior to August 1, 2003, will continue to have these steps available to them until they make a lane change. They will continue to have the right to move down to the highest steps available in their lane under the current contract and these steps will continue to receive the cost of living raises given to the entire salary schedule.

Once there are no teachers in these lanes they will be eliminated from the salary schedule.

- B. The attached salary schedules shall be adopted for the 2011-12 and 2012-13 school year.

VIII. Placement on the Salary Schedule

Newly hired teachers will be placed on the salary schedule based on their actual years of experience in the district plus up to ten(10)years of contracted K-12 teaching experience outside the district, up to 10 years of related vocational experience for vocational instructors, or up to 10 years of related clinical experience for speech pathologists. For the 2012-13 school year the years of experience for placement on the salary schedule will increase to eleven (11).

Beginning with the 2009-10 school year, the district will recognize the year(s) of resident intern work under the direction of a university in North Dakota's master's degree in education as year(s) of experience when determining the placement of a new teacher on the teacher salary schedule. This applies only to new teachers who were interns in the 2008-09 school year and after. No credit for experience for teachers who served as resident interns prior to the 2008-09 school year will be granted.

- IX. The District will add an annual one thousand dollar (\$1,000) payment to the teacher salary schedule for teachers who have achieved National Board Certification for each year they remain certified and remain employed as teachers with BPS. Teachers who receive notification of certification within the contract year will receive their first payment on the first payroll following notification of certification to the Human Resources Office.

INSURANCE BENEFITS

The District will provide benefits as follows:

I. Life Insurance

Up to seven dollars and fifty cents (\$7.50) per month for a \$50,000 term life insurance policy for full-time and eligible part-time certificated/licensed staff.

II. Long-Term Disability

Up to fifteen dollars (\$15) per month for an LTD policy for full-time and eligible part-time certificated/licensed staff.

III. Medical/Hospital

Pay the full monthly premium for a single and single plus dependents (SPD) policy for all full-time licensed staff. For a family policy, the District will pay up to the amount of the monthly premium of a SPD policy.

IV. Vision

The District will pay up to seventeen dollars (\$17.00) per month for a single or family vision policy for full-time certificated/licensed staff.

V. Dental

The District will pay up to twenty-six dollars (\$26.00) per month for dental insurance for a single policy and up to forty-nine dollars (\$49.00) for a family policy for full-time certificated/licensed staff.

VI. The medical/hospital, vision, and dental coverage are optional on the part of the staff member. The life and LTD policies are not optional and are uniformly applied to all full-time and eligible part-time staff employees.

VII. The District will provide benefits as listed in the agreement to part-time certificated/licensed employees. Such employees shall be employed fifty percent (50%) or more to qualify for benefits. The amount of District participation in the premium cost, unless otherwise stated, will be prorated equal to the percent of contract time or other stated limitations.

MISCELLANEOUS ITEMS

I. Payment for Unused Sick Leave

Compensation for unused sick leave will be granted to all certificated/licensed instructors who have worked for the district 10 or more years who leave the district due to retirement, resignation, reduction in force, or death according to the following guidelines:

- A. The payment for unused sick leave will be \$25 per day of remaining sick leave, not to exceed \$3,000.
- B. Payment for unused sick leave shall be made in the same fiscal year in which the employee severed employment with the District.
- C. Payment for unused sick leave under this plan shall be made as follows:

Any payment received is to be subject to all normal deductions in effect at the time of termination.

II. Sick Leave Bank

The Bismarck Public School District will maintain a Sick Leave Bank for participating employees whose applications are approved by the Sick Leave Bank Committee ("Committee"). The purpose of the Sick Leave Bank is to cover unexpected catastrophic illness or injury to participants in the Sick Leave Bank, their spouses, and children.

A. Catastrophic Illness

"Catastrophic" means extreme or life threatening. This term does not include conditions associated with a normal pregnancy.

B. Participation

The offer to join the Sick Leave Bank will be available only to employees signing their initial contract. A new employee will have thirty (30) days from the time of signing their initial contract to accept or reject membership in the Sick Leave Bank.

During the first thirty days of the 2009-10 school year current teachers who are not in the sick leave bank

will have a one time opportunity to join the bank. These individuals will donate one sick leave day at the beginning of the 2009-10 school year however they will not be able to utilize the sick leave bank days until one year from their enrollment which will be the beginning of the 2010-11 school year.

C. Contribution

Each participant will invest one (1) sick leave day, which will be deducted from the participant's accumulated sick leave. If the participation level fails to reach 360 days, one (1) additional day will be assessed during the next contract period. Whenever the Sick Leave Bank drops below 360 days, each participant will be assessed one (1) additional sick leave day, not to exceed two (2) sick leave days in any single contract period.

D. Application

Any participant having used all of the participant's accumulated sick, personal, and vacation leave days, and having taken five (5) days of unpaid leave, may apply to the committee for consideration to draw on the sick leave banked days. Application must be in writing and accompanied by a medical doctor's certificate verifying the severity, nature, and projected duration of the illness. The written application should include relationship of the applicant to the individual who is ill or injured and a description of the illness/injury. If the illness or injury qualifies for disability coverage, the individual must apply for disability coverage; the District's Human Resources Manager shall verify to the Committee that an application for disability has been filed. If the application is approved by the Committee, the five (5) days of unpaid leave will be covered retroactively by the bank.

E. Committee

The Committee will consist of three (3) members, all of whom must be participants in the Sick Leave Bank. The Committee will review applications, give written notice of acceptance or rejection, determine the number of days granted to the applicant, provide reasonable assurance the bank is not abused, and prepare quarterly reports for the Superintendent. The Sick Leave Bank

records and accounting will be maintained by the District's Business Manager.

The sick leave bank committee members shall be volunteers from the participants in the sick leave bank. The Human Resources Manager, in consultation with the BEA president, shall select the committee members from the list of volunteers. At least one member of the committee must be a current BEA member. The new member shall take office July 1 and serve a three-year term.

Decisions of the Committee will be made by majority vote and all decisions are final. If a committee member applies to the Committee, that member must abstain from voting on the application; the president of the Bismarck Education Association will serve on the Committee for the limited purpose of acting on such application.

F. Limitations

Participants in the Sick Leave Bank, upon written approval of the Committee, may be granted not more than twenty (20) days of sick leave per application. A participant may apply four (4) times in any single contract period and may be granted not more than eighty (80) days of sick leave from the Sick Leave Bank. Participants may not draw sick leave days from the bank once they receive employer-related disability benefits.

III. Annuity

No annuity companies will be added unless ten (10) or more teachers (or other District employees) are in the group requesting the company.

IV. Elementary Noon Duty

Teachers will be excused from school duty during their assigned lunch period after the orderly dismissal of their students.

V. Mileage and Travel

The District shall pay all teachers (part-time and full-time) who are assigned to travel between buildings on a regular schedule set and approved by the building principal/administrator a stipend of \$500 per commute per year. A commute is defined as required travel between two (2) schools or work sites during any part of the workday.

The District shall reimburse all other travel by teachers during the school day, including lunch time, at the rate allowable by the State and set forth in section 54-06-09 of the North Dakota Century Code.

VI. Summer School Compensation

Teachers who teach summer school classes will be paid a salary based on an hourly rate. The rate will be determined by taking the full-time teacher's annual salary and dividing it by the number of contract days divided by 7.5 hours per day. For those teachers new to the District, the District's Human Resources Manager will determine placement on the salary schedule to set the "teacher's annual salary" for the purposes of applying the formula described above. For part-time certificated/ licensed teachers, the "teacher's annual salary" will be prorated equal to the percent of contract time.

VII. Summer Work Hours for Special Education Teachers

Special education teachers who are asked to help with preparing schedules for grades 7-12 special education students and instructional aides, especially for those students requiring significant special programming (MR and ED students) will be paid on an hourly rate. The rate will be determined taking the full-time teacher's annual salary and dividing it by the number of contract days divided by 7.5 hours per day.

The pool of 200 hours will be managed by the secondary principals and distributed according to the relative needs of the middle and high schools as identified via requests from special educators in their buildings. Teachers must receive prior approval from their building administrator prior to working on schedules during the summer months for additional pay.

Selection of instructional assistants is the primary

responsibility of building administrators and special education administrators. Teachers are not expected to lead selection processes or participate unless they volunteer to do so.

VIII. School Year

The contracted school year shall consist of 187 days. One day shall be used for teacher-preparation time at the beginning of the school year. The last day of the contracted year shall be used by teachers to complete instructional and noninstructional records, clerical duties and other tasks related to the closure of a school year. Building principals may use one hour of the last day for activities specifically related to the ending of the school year in their respective buildings. Administrators and teachers together may choose to meet longer as they deem necessary.

XV. Preparation Time

All teachers shall be assured of a block of time, fifty (50) minutes in length each day, for preparation time.

EXPERIENCE PAYMENT

- I. Teachers attaining Step 25 and greater will receive an Experience Payment. This payment was placed on the salary schedule to replace the Early Retirement Payment Program. The Experience Payment will be at least \$3,810 for BA+30 and BA+45 Lanes and at least \$4,381 for all MA Lanes. The Experience Payment shall not be subject to any percentage increases to the salary schedule. Any increase to the Experience Payment will be negotiated separately from the general schedule increases.
- II. The Experience Payment shall be paid to each eligible teacher over the annual term of the eligible teacher's contract to those teachers in the BA+30 and BA+45 and all MA Lanes having attained Step 25 and greater of the then current salary schedule.

TERMINATION OF EMPLOYMENT

- I. All fringe benefits provided by the District to teachers are discontinued at the conclusion of employment with the school district. However, the termination date of fringe benefits may be extended to comply with provisions in the various group plans, companies providing coverage and federal regulations.

- II. Retirees are allowed to convert group benefit programs to individual plans if the District's insurance carriers permit such participation for retirees. However, no insurance carrier will be required by the District to provide conversion programs for retirees unless it is a current condition of the contract with such carrier or required by federal regulations.

REDUCTION-IN-FORCE

When the school board determines that it is necessary to terminate or reduce the full-time equivalency of employees with continuing contracts, this section of the contract shall apply. The board's primary concern and responsibility will be to make those reductions that will have the least detrimental effect upon the 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.

- I. The contracts of licensed staff members may need to be terminated for one or more of the following reasons:
 - a. declining enrollments
 - b. program reductions
 - c. changes, elimination or reduction of federal program monies
 - d. lack of funds
 - e. school reorganization

II. Reduction-In-Force Procedures

After the board makes the decision as to what areas or programs are to be reduced, the reduction-in-force will be carried out as follows:

- A. Notice of the contemplated nonrenewal will be given to the teacher(s) affected no later than April 15 and the teacher(s) shall be notified of the determination not to renew the contracts on or before May 1 of the school year prior to the school year when the reduction will take effect.
- B. No teacher, as a result of the implementation of the RIF procedure, will be placed into a position for which they are not highly qualified as required by the Education Standards and Practices Board.
- C. A teacher who is transferred to a different program will be allowed to move their seniority to the new program area. In addition teachers who transfer to a new program area will continue to hold seniority in the program area from which they transferred. This seniority will be equal to the total years of experience in the former program area.

D. The program area(s) to be reduced will be identified. Program areas, for the purposes of the RIF procedure, are as follows:

- Elementary (Preschool-6)
 - Head Start
 - Adult Education
 - Music (K-12)
 - Physical Education (K-12)
 - Special Education (K-12)
 - Secondary (7-12) Art
 - Secondary (7-12) Business/Marketing
 - Secondary (7-12) Career Education
 - Secondary (7-12) English Language Arts
 - Secondary (7-12) Family & Consumer Science
 - Secondary (7-12) Foreign Language
 - Secondary (7-12) Guidance and Counseling
 - Secondary (7-12) Health
 - Secondary (7-12) Library
 - Secondary (7-12) Mathematics
 - Secondary (7-12) Science
 - Secondary (7-12) Social Studies/Economics
 - Secondary (7-12) Technology Education
- Career & Technical Programs:
- Secondary (7-12) Agriculture
 - Secondary (7-12) Medical Related Careers
 - Secondary (7-12) Trade and Industrial Education

If there is a Reduction-In-Force in a secondary program area that has multiple licensure requirements, only those persons in the licensure area will be compared.

E. Steps to Reduction-In-Force

1. The person(s) with the least seniority in the program area being reduced will be identified and, if that person(s) has more than three (3) 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(s) will be terminated. Teacher assignment will be used in determining teacher program areas. Should a teacher have more than one assignment, the program area will be determined by the portion of his assignment in which he spends the larger

percentage of his time. If percentages in program areas taught by a teacher are equal, the teacher may designate his program area.

a. All licensed staff members must notify the Human Resources Office of any corrections on the Reduction-In-Force listing by February 15 of the current contract year.

2. If there are persons in the program area being reduced who have three (3) years or less of teaching experience in the District, the evaluations of those teachers shall be reviewed to determine whose contracts are to be terminated. Should a teacher desire an evaluation by a second administrator, the teacher must inform the Superintendent or designee of his request by March 1 of the current school year.

3. In the event the District seniority beyond three (3) years is equal for two (2) or more licensed staff members in a program area, the school district will use a combination of the following criteria on a point system. (The rating will be determined by the Superintendent or designee and building principals of the staff affected.)

Numeric ratings to be assigned to each area below using the following guidelines:

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

Criteria:

- a. Degrees of staff members.
- b. Evidence of professional growth including special or advanced training and contribution to the profession.
- c. Judgment based on observation and written comprehensive evaluation (average of separate evaluations completed by the building principal and two other designees of the Superintendent).
- d. Co-Curricular assignments

e. Prior teaching experience outside the
Bismarck Public Schools

F. Administrative experience within the District will count as teaching experience for any program area for which the administrator is qualified and has prior contractual teaching experience.

G. 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 leave, military service, and other approved interruptions in service will not reduce seniority already earned; seniority will remain static during the absence; seniority for legislators will accumulate during the time they are meeting with the Legislative Assembly.

III. Return to Work Procedures

A. A licensed staff member with more than three (3) years of District teaching experience whose contract has been terminated due to a RIF shall be placed on a recall list and shall have re-employment rights for that vacant position for which he is qualified in order of seniority for a period of two (2) years. It is the responsibility of the licensed staff member to keep the school district informed of his current address. A certified letter listing the opening will be mailed from the District to the last known address of the affected teacher informing him of the position and the closing date for application. It is the responsibility of the teacher to reply with a letter of acceptance for the position within twenty (20) calendar days after the postmarked date of the certified letter.

B. When the terminated licensed staff member has been invited to return and declines, further right to re-employment is forfeited.

C. Upon return to employment from the recall list, licensed staff members will be placed on the salary position commensurate with their previous experience in the District or the appropriate increment as determined by this agreement. Benefits will be granted to recalled staff members provided that they have not been expended or withdrawn.

GRIEVANCE PROCEDURE

I. Definition

A grievance is an assertion by any teacher in the bargaining unit based on an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of the negotiated agreement.

II. Steps and Procedure

Whenever a grievance shall arise, the following procedure shall be followed:

- Step 1 - In the event a teacher asserts a grievance, he/she shall orally report the grievance to his/her supervisor within twenty (20) working days from the time the teacher knew, or should have known, of the occurrence giving rise to the grievance, and orally indicate that said subject is in fact a grievance. In the event of a grievance, the teacher shall perform his/her assigned work task and grieve his/her complaint later. The supervisor shall respond to the grievant orally within five (5) working days after the presentation of the grievance.
- Step 2 - If the grievance is not settled at the first step, the teacher, within five (5) working days of the oral response in Step 1, shall submit the grievance in writing to his/her supervisor. Within five (5) working days of receipt of the written grievance, the supervisor shall meet with the teacher to attempt to resolve the grievance. The supervisor shall give his/her written response to the teacher within five (5) working days of this meeting.
- Step 3 - If the grievance is not settled in Step 2, the teacher may present his/her grievance to the Superintendent or designee no later than five (5) working days after the written decision of the supervisor has been received by the teacher. Within five (5) working days of receipt of the written grievance, the Superintendent or designee shall meet with the teacher to attempt to resolve the grievance. The Superintendent or designee shall give a written response to the

teacher within ten (10) working days of this meeting.

Step 4 - If the grievance is not settled in Step 3, the teacher may request, within five (5) working days after the decision of the Superintendent, a hearing by an acceptable third party. Within fifteen (15) days after written notice of submission to advisory mediation, the teacher/Association and the Superintendent or designee shall select one of the following sources:

1. American Arbitration Association.
2. Federal Mediation and Conciliation Service.
3. Local Arbitration - The teacher shall select one person, the board shall select one person, and those two persons shall within ten (10) days select a third person who shall serve as the panel's chairperson.

The mediator shall examine the grievance and within ten (10) days shall render an advisory decision to the teacher/Association and the School Board. All costs of mediation will be shared equally by the District and the Association.

Step 5 - The School Board, on the date of its next regularly scheduled meeting, shall review the decision of the third party. An appeal submitted less than ten (10) working days prior to a School Board meeting will be initially considered on the date of the following regular School Board meeting. The School Board may affirm or reverse the third party's decision.

III. General Provisions

A. Written Grievance - The written grievance shall be completed on a form provided by the building administrator which shall give a clear statement of the grievance including the signature of the grievant, the facts upon which the grievance is based, the issues involved, the contract provision involved, and the relief being sought.

- B. Time Limit - The specific time limits of the grievance procedures must be adhered to unless extended by mutual written consent. If a supervisor does not give a response within the allotted time period, it will be considered denied and may be processed through the next step of the procedure at the teacher's discretion.
- C. Grievance Processing - Except as otherwise expressly permitted or agreed to by the administration, it is understood that the investigation and processing of grievances shall be transacted outside of the teacher's normal teaching hours. It is further understood that such processing of grievances shall not interfere with normal school operations nor involve members of the teacher staff during times of normal teaching assignments.
- D. Unresolved Grievance--Time Limits - If a grievance is unresolved at the end of the school term, the time limits will be applied as if school were in session.
- E. Step 1 of the procedures may be bypassed provided both parties agree.
- F. Association Participation - The Association may participate in the grievance, at any level of the Grievance Procedure and may process the grievance on behalf of a member, if requested by the grievant. The Association may participate on its own volition at Step 3 of the Grievance Procedure.
- G. Days - Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all workdays not designated as holidays by State Law.
- H. Supervisor will be defined as "the person who does the teacher's individual evaluation."

Teacher Grievance Form
Bismarck Public School District

Instructions: Teachers should use this form to file a grievance as defined in the *Teacher Negotiated Agreement*. The first step in the grievance process is to orally report a grievance to the direct supervisor within 20 working days from the date the teacher knew, or should have known, of the occurrence giving rise to the grievance. If the grievance is not settled in the first step, the teacher shall submit a written grievance to their principal/administrator. See the *Teacher Negotiated Agreement* for additional information on the grievance procedure. Keep a copy of the form for your records.

Employee Name:

Building:

Principal/Administrator:

Statement of Grievance:

Statement of the facts upon which the grievance is based, including dates:

The Issues Involved:

The Contract Provision Involved:

The oral grievance was reported to the supervisor on:

The principal/administrator responded to the oral grievance on:

Signature of Employee: _____

Date: _____

EXTRA DUTY/CO-CURRICULAR ACTIVITIES

I. Music

- A. Tours held outside of the immediate vicinity will be paid at the rate of one hundred fifty dollars (\$150) per ten hour day. All tours must be pre-approved by the home school principal. Tours can be a maximum of fifteen days if they occur during the summer. If travel occurs during the school year, a group can be gone a maximum of three school days per event. Groups may tour for longer periods with the prior approval by the Superintendent.
- B. The On-Site Festival Manager will be paid three hundred dollars (\$300) for the all-city school festival.
- C. Elementary Boy/Girl Choir Directors will be paid five hundred dollars (\$500) for rehearsals and performances.

II. Determination of Assignments

It is understood that this agreement does not imply that any or all current extra-duty positions will be continued. Judgment of the need for any extra curricular activity shall be determined by the administrator of the school or district-wide administrators. Further, it does not imply that positions may not be added at any time during the school year as the need arises.

III. Co-Curricular Activities

- A. Extra Duty pay for co-curricular activities will be in accord with the attached schedules CCA-1, CCA-2, and CCA-3.
- B. To the extent a particular position has had an adjustment to either points or hours; the compensation to be paid will be no less than that contained in the current co-curricular payment schedule. The Co-Curricular Committee may make adjustments to the points or hours of any position during the term of the Negotiated Agreement provided that there shall be no reduction in compensation for a position during a school year.

Teachers serving in these capacities will be reimbursed an amount established by the Co-Curricular Committee after

analysis of the work and hours involved in carrying out the duties of the respective positions.

TERMS OF THE AGREEMENT

- I. This Agreement shall be in effect as of July 1, 2011, and shall remain in effect through June 30, 2013.
- II. This Agreement represents the full and complete agreement between the parties and supersedes all previous agreements between the parties.
- III. The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement and, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the term of this Agreement, EXCEPT AS STATED ABOVE, OR UPON MUTUAL AGREEMENT OF THE PARTIES.
- IV. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the School Board's exclusive direction and control and shall not be subject to negotiations during the term of this Agreement.
- V. Articles from this Agreement that are not altered in successive negotiation sessions shall automatically be renewed for the successive Agreement.
- VI. Should any article, section, or clause of the 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.

Dated this _____ day of _____, 2011.

For the School Board:

For the BEA:

President

President