

*2015 - 16 & 2016 - 17*

MASTER CONTRACT

FOR

SARGENT CENTRAL RECOGNIZED NEGOTIATION UNIT

AND

SARGENT CENTRAL SCHOOL DISTRICT #6

575 5<sup>TH</sup> STREET SW

FORMAN, NORTH DAKOTA

58032

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2015 – 16 and 2016 - 17 Master Agreement  
Salary

2015 - 16 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:

BS	BS + 8	BS + 16	BS + 24	BS + 32
\$36,000.00	\$36,500.00	\$37,000.00	\$37,500.00	\$38,000.00
MA/MS	MA/MS + 8	MA/MS + 16	MA/MS + 24	MA/MS + 32
\$40,000.00	\$40,500.00	\$41,000.00	\$41,500.00	\$42,000.00

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

BS + 8	BS + 16	BS + 24	BS + 32
\$500.00	\$500.00	\$500.00	\$500.00
MA/MS	MA/MS + 8	MA/MS + 16	MA/MS + 32
\$2,000.00	\$500.00	\$500.00	\$500.00

- 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 2015 - 16 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 **\$600.00 toward the single premium, \$800.00 toward the single/dependents premium, and \$1,000.00 toward the family premium health major medical insurance** will be added to the insurance and **\$200.00** to the annuity for the 2015 - 16 salary
- D. Credits earned beyond the Masters Lane; MA/MS; shall be approved coursework which clearly demonstrates a benefit to Sargent Central academic programs and field 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.

2015 – 16 and 2016 - 17 Master Agreement  
Salary

2016 - 17 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:

BS	BS + 8	BS + 16	BS + 24	BS + 32
\$37,000.00	\$37,500.00	\$38,000.00	\$38,500.00	\$39,000.00
MA/MS	MA/MS + 8	MA/MS + 16	MA/MS + 24	MA/MS + 32
\$41,000.00	\$41,500.00	\$42,000.00	\$42,500.00	\$43,000.00

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

BS + 8	BS + 16	BS + 24	BS + 32
\$500.00	\$500.00	\$500.00	\$500.00
MA/MS	MA/MS + 8	MA/MS + 16	MA/MS + 24
\$2,000.00	\$500.00	\$500.00	\$500.00
		MA/MS + 32	\$500.00

- 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 2016 - 17 school year, 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 2016 - 17 salary.
- D. Credits earned beyond the Masters Lane; MA/MS; shall be approved coursework which clearly demonstrates a benefit to Sargent Central academic programs and field 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.

		<i>Contractual</i>			<i>Contractual</i>
		<i>2014 - 15</i>	<i>2015 - 16</i>		<i>2016 -17</i>
<b>Athletic/Activities Director</b>		\$ 4,083			
<b>Basketball</b>	<i>Head</i>	\$ 4,443	\$ 4,623	\$ 180.00	\$ 4,803
	<i>Assistant</i>	\$ 3,110	\$ 3,236	\$ 126.00	\$ 3,362
	<i>Junior High</i>	\$ 2,444	\$ 2,543	\$ 99.00	\$ 2,642
<b>Football</b>	<i>Head</i>	\$ 4,443	\$ 4,623	\$ 180.00	\$ 4,803
	<i>Assistant</i>	\$ 3,110	\$ 3,236	\$ 126.00	\$ 3,362
	<i>Junior High</i>	\$ 2,444	\$ 2,543	\$ 99.00	\$ 2,642
<b>Track</b>	<i>Head</i>	\$ 4,443	\$ 4,623	\$ 180.00	\$ 4,803
	<i>Assistant</i>	\$ 3,110	\$ 3,236	\$ 126.00	\$ 3,362
<b>Wrestling Transportation</b>		\$ 1,777			
<b>Volleyball</b>	<i>Head</i>	\$ 4,443	\$ 4,623	\$ 180.00	\$ 4,803
	<i>Assistant</i>	\$ 3,110	\$ 3,236	\$ 126.00	\$ 3,362
	<i>Junior High</i>	\$ 2,444	\$ 2,543	\$ 99.00	\$ 2,642
<b>Cross Country</b>		\$ 3,554	\$ 3,698	\$ 144.00	\$ 3,842
<b>Golf</b>		\$ 2,933	\$ 3,050	\$ 118.00	\$ 3,168
	<i>Assistant</i>				
<b>Cheerleader</b>		\$ 1,999			
<b>Music</b>		\$ 4,443	\$ 4,623	\$ 180.00	\$ 4,803
<b>Music Elementary</b>		\$ 4,443	\$ 4,623	\$ 180.00	\$ 4,803
<b>1 Act Play</b>		\$ 889			
<b>3 Act Play</b>		\$ 2,074			
<b>Speech</b>		\$ 3,110	\$ 3,236	\$ 126.00	\$ 3,362
<b>Sophomore Advisor (2)</b>		\$ 1,142	\$ 1,214	\$ 72.00	\$ 1,286
<b>Junior Advisor (2)</b>		\$ 682	\$ 754	\$ 72.00	\$ 826
<b>Senior Advisor (2)</b>		\$ 300	\$ 320	\$ 20.00	\$ 340
<b>Annual*</b>		\$ 2,666	\$ 2,774	\$ 108.00	\$ 2,882
<b>Student Council Advisor</b>			\$ 300	\$ 20.00	\$ 320
<b>National Honor Society</b>			\$ 250	\$ 17.00	\$ 267
<b>FHA</b>		\$ 1,955			
<b>Music Accompanist</b>		\$ 1,555	\$ 1,618	\$ 63.00	\$ 1,681
<b>Tech Coordinator</b>		\$ 4,443	\$ 4,623	\$ 180.00	\$ 4,803
<b>Prom Advisor</b>		\$ 471	\$ 491	\$ 20.00	\$ 511

*\* If the Annual is incorporated as an academic class in the course schedule no stipend is awarded contractually. Secondary Principal and classroom educator will determine academic course scheduling.*

SECTION III. SALARY DEFINITIONS

- 1 A. If undergraduate hours are desired to effect lane change, obtain superintendent  
2 and/or school board approval. This does not count towards hours needed for  
3 basic credential.
  
- 4 B. The School Board will pay up to \$75.00 per credit hour of education. These  
5 hours are those that qualify for lane change. Payment will be made to the  
6 teacher upon completion of the course. Any other stipend will be  
7 deducted from the amount. *(June 19, 2013)*
  
- 8 C. Certified teacher renewal requirements to follow state requirements.  
9 *(June 16, 2011)*  
10 North Dakota Educational Standards and Practices Board  
11 licensure renewal for certified staff is reimbursed to the renewal applicant at  
12 \$125<sup>00</sup>. *(June 19, 2013)*
  
- 13 D. Teachers may change salary lanes on the salary guide by submitting written  
14 intent before June 1 on the proposal to advance salary lanes and provide a  
15 transcript of the necessary college credits to the Superintendent's office no  
16 later than September 15 **for 100 percent lane change amount and/or 50**  
17 **percent by January 15th**. No lane change will be allowed after **January 15**  
18 *(Changed 2015)*

**EXTRA DUTY PAY**

- 19 E. Teachers on noon duty will receive compensation for one noon meal for each  
20 day of duty. Compensation is received in the teacher's May paycheck. No  
21 payment or compensation will be given unless the staff member takes the full  
22 periods of supervision.
  
- 23 F. Subject to the administration's prior approval of the assignment of a teacher as  
24 a substitute during that teacher's preparation period, the teacher will be  
25 compensated at the rate of \$20.00 for each period of pre-approved substitute  
26 service rendered.
  
- 27 G. Compensation for committee work will be limited to an honorarium for in-  
28 service in the text book selection committee and the AdvancEd Committee.  
29 The amount of honorarium is to be determined by the Superintendent.
  
- 30 H. Sargent Central Teachers shall be under contract beginning the first day of  
31 school, Department of Public Instruction calendar 175 student contact days  
32 and 182 calendar day ending the last day of school. Additional days required  
33 by the school will be compensated at the rate of \$150.00 per day. *(June 16,*  
34 *2011)*



SECTION IV. TAX SHELTER

1 Sargent Central Public School District will use the Employer Payment Plan (800)  
2 Model 2-Partial Payment: three (3) percent starting July 1, 2015 and four (4)  
3 percent starting July 1, 2016 as a bookkeeping method to provide tax sheltering of  
4 the payroll deducted TFFR tax sheltering of the payroll deducted TFFR.

SECTION V. INSURANCE ALLOWANCE

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

	<i>2015 - 16</i>	<i>2016 - 17</i>
3		
4	Family Plan: \$8,210.00	\$8,210.00
5	Single Plan: \$4,332.00	\$4,332.00
6	Single W/D: \$5,650.00	\$5,650.00
7	<i>(Changed 2015)</i>	

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

12 Not all the regulations and applications are identified in the Patient Protection  
13 Affordable Care Act as it related to health major medical insurance. With the  
14 unknowns of the PPACA, the school board is suggesting an amendment to review  
15 health major medical insurance after premium costs are received for the 2016 - 17  
16 anniversary year. *(June, 2015)*

SECTION VI. ANNUITY

1 The teachers have the option of receiving the insurance allowance or an annuity in  
2 the amount of \$2,800.00, *(2015 - 16)* and \$2,800.00, *(2016 - 17)*; but not both.  
3 *(June 16, 2011)*

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

SECTION VII.           **PROFESSIONAL NEGOTIATION AGREEMENT**

1       Preface:

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

7       Recognition:

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

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

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

20          The School Board, on its own behalf, hereby retains and reserves unto itself, all  
21          powers, rights, authority, duties, and responsibilities conferred upon and vested in  
22          it by applicable law, rules and regulations to establish the framework of school  
23          policies and projects including the right:

- 24           1. To executive management and administrative control of the school system and  
25           its properties, programs and facilities.
- 26           2. To employ and re-employ all personnel and, subject to the provisions of law or  
27           State Department of Public Instruction, determine their dismissal, their  
28           demotion, and their promotion.
- 29           3. To establish and supervise the program of instruction and make the necessary  
30           assignments for all programs of extra-curricular nature for the benefit of the  
31           students.
- 32           4. To determine means and methods of instruction, selection of textbooks and  
33           other teaching materials, the use of teaching aids, class schedules, hours of  
34           instruction, class size, teaching load, length of school year and the school  
35           calendar. Teacher recommendations will be evaluated in determining  
36           decisions relevant to areas mentioned in this paragraph.

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

40 Representation:

41 All teachers in the Sargent Central School District #6 are represented by the  
42 professional negotiation agreement.

## SECTION VIII. LEAVES OF ABSENCE

### 1 A. Disability Leave

2 1. Each teacher shall be entitled to ten (10) days disability leave for themselves,  
3 spouse, and children, parents, or mother-in-law, or father-in-law, for disability  
4 per school year. Unused disability leave will be capped at 180 days. A file  
5 shall be kept in the central office pertaining to disability leave and shall be  
6 available for examination by the teacher at any time convenient to both parties.  
7 A doctor's statement may be requested if disability is in excess of three (3)  
8 consecutive days.

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

16 3. Of the ten (10) days disability leave allowed per school year, a teacher may use  
17 up to eight (8) days per year for death in the immediate family. Immediate  
18 family shall be interpreted as: spouse, child, father, mother, grandchildren,  
19 brother and sister or any other member of the family unit living in the same  
20 household no matter what degree of relationship. Five (5) days of disability  
21 leave may be used for the death of any relative or friend, this leave is at the  
22 discretion of the administration. *(June 16, 2011)*

23 4. Disability Leave Bank:

24 a. A Staff member may choose to donate up to two (2) days per year of  
25 disability leave for a catastrophic disability incurred by a fellow staff  
26 member or his or her spouse or children after their supply of disability  
27 leave is depleted.

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

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

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

39 **B. Teacher Requested Leave**

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

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

45 2. Teacher requested leave for the following days will be granted at the discretion  
46 of the administration, and the teacher may be asked for an explanation:

47 a. The first and last two weeks of the school year.

48 b. The school day immediately before and after a holiday or vacation  
49 period.

50 c. Parent-Teacher Conferences.

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

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

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

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

63 **C. Sabbatical Leave**

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

66 1. A teacher seeking sabbatical leave shall notify the superintendent in writing  
67 before April 15, prior to the school year in which the sabbatical leave is to be

68 taken. The superintendent will submit the request to the School Board for its  
69 approval.

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

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

#### SECTION IX. **BREECH OF CONTRACT POLICY**

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

- 3 a. July 1 to July 31 ===== 4% of gross contract.
- 4 b. August 1 to School Starts ===== 6% of gross contract.
- 5 c. During school year ===== 8% of gross contract.

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

#### SECTION X. **GRIEVANCE PROCEDURE**

##### 1 STATEMENT OF PRINCIPLE

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

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

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

18 *(June 16, 2011)*

- 19 C. A teacher who participates in these grievance procedures shall not be subject  
20 to discipline or reprisal because of such participation.
- 21 D. Failure of a teacher of the Association to act on any grievance within the  
22 prescribed time limits will act as a bar to any further appeal. The failure to  
23 render a decision or hold a conference or meeting as required herein within  
24 the time limits shall permit the grievance to proceed to the next step. Time  
25 limits, however, may be extended by mutual agreement.
- 26 E. Any teacher has a right to be represented in the same grievance procedure.  
27 The teacher shall present at any grievance discussion or hearing when the  
28 administration and/or the Association deem it necessary.
- 29 F. Hearings and conferences under this procedure shall be conducted after school  
30 hours.
- 31 G. It is agreed that any investigation or other handling or processing of any  
32 grievance by the grieving teacher or Association shall be conducted so as to  
33 result in no interference with, or interruption whatsoever of, instructional  
34 programs and related work activities of the teaching staff.
- 35 H. In the event of a grievance, the grievant shall perform his/her assigned work  
36 tasks during the grievance proceedings.
- 37 I. It is agreed that this grievance procedure shall be the exclusive formal remedy  
38 for adjudicating the misapplication of the alleged negotiated agreement or of  
39 the individual teacher's contract. *(June 16, 2011)*
- 40 J. If at any step of the grievance proceedings, a grievant receives the relief  
41 sought, the proceedings shall terminate.
- 42 K. All documents, communications and records dealing with grievance shall not  
43 become part of the teacher's personnel file.
- 44 DEFINITIONS:
- 45 A. A grievance is an allegation by a teacher that there has been a violation,  
46 misinterpretation, or misapplication of the negotiated agreement or of the  
47 individual teacher's contract. *(June 16, 2011)*
- 48 B. The term days, when used in this article, shall, except where otherwise  
49 indicated, mean school days.
- 50 C. Only one complaint shall be covered in any one grievance. A written  
51 grievance shall contain the name and position of the grievant, a clear and  
52 concise statement of the issue involved, the relief sought, the date the incident  
53 or violation took place, the specific section of the agreement that the  
54 grievance alleges to have violated, the signature of the grievant and the date.

55 In the event more than one grievance is simultaneously filed, setting forth the  
56 same identical complaint, they shall proceed through the grievance procedure  
57 jointly.  
58 D. Any notice required hereunder to be given to the School Board shall be served  
59 upon the business manager of the district. Any notice required hereunder to  
60 be given the Association shall be served upon the president(s) of the  
61 Association or other officer of the Association. Notice shall be deemed  
62 completed upon receipt of the notice by the party being served. Service may  
63 be made personally or by certified or registered mail and the return receipt  
64 shall be evidence of compliance with notice requirement.

65 STEPS OF PROCEDURE

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

- 70 1. The immediate supervisor or principal shall hold a conference with the  
71 grievant within four (4) days of the receipt of the grievance.
- 72 2. The immediate supervisor or principal shall make a decision on the  
73 grievance and communicate it in writing to the grievant and the  
74 Association within five (5) days after the conference.

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

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

84 C. THIRD STEP: In the event the grievance is not satisfactorily resolved at the  
85 second step, the grievant shall file, within five (5) days of the superintendent's  
86 written decision at the second step, a copy of the grievance with the School  
87 Board.

- 88 1. Within ten (10) days after such written grievance is received by the  
89 business manager of the district, the School Board shall hold a meeting  
90 with the grievant, his/her representative, the principal or supervisor and  
91 the superintendent.
- 92 2. The business manager of the district shall give notice of the meeting  
93 date to the grievant and the president(s) or other officer of the  
94 Association.
- 95 3. The School Board shall make a decision and communicate it in writing  
96 to the teacher, the Association, and the superintendent within ten (10)  
97 days after the meeting.

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

**SECTION XI. SAVINGS CLAUSE**

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



**SECTION XII. DURATION CLAUSE**

1 This agreement will automatically be renewed and will continue in force for  
2 additional periods of one year unless either party gives notice to the other party,  
3 before February 16, prior to the anniversary date of this agreement, of its desire to  
4 reopen certain provisions of this agreement and/or additions to this agreement,  
5 and to negotiate over some of the provisions. In the event a successor agreement  
6 is not agreed upon before the anniversary date of this agreement, all provisions of  
7 this agreement shall remain in full force until a settlement occurs. All salaries,  
8 benefits, and working conditions agreed upon in the successor agreement will be  
9 retroactive to the anniversary date of this agreement. In the event of a two year  
10 contract, negotiations may be opened after the first year for items other than  
11 salary schedule and fringe benefits upon proper petition as mentioned above.



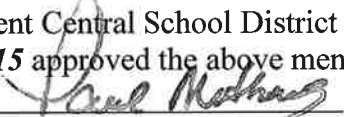
SECTION XIII.      **AGREEMENT PAGE**

1            This agreement between the Sargent Central School District #6 Board of  
2            Education and the Sargent Central Education Association supersedes all other  
3            agreements. The signing of this agreement renders all prior agreements null and  
4            void. This agreement will have a duration date from  
5            *07/01/2015 to 06/30/2017.*

6              
7            Head Teacher Negotiator  
8              
9            Asst. Negotiator  
10          *Date Signed 06/23/2015*

  
Head Board Negotiator  
  
Asst. Negotiator  
*Date Signed 06/21/2015*

SECTION XIV **DATE AGREEMENT ADOPTED BY SCHOOL BOARD**

1            The Sargent Central School District #6 Board of Education at its board meeting  
2            *06/08/2015* approved the above mentioned negotiation agreement.  
3             Board Chair  
4            *06/23/2015 Dated Signed*