

NEGOTIATED AGREEMENT
BETWEEN THE
WHITE SHIELD EDUCATION ASSOCIATION
AND THE
WHITE SHIELD SCHOOL BOARD
PUBLIC SCHOOL DISTRICT NO. 85
ROSEGLLEN, NORTH DAKOTA
JULY 1, 2016 TO JUNE 30, 2017

PREAMBLE

The School Board of the School District No. 85 and the White Shield Education Association do hereby agree that the welfare of the children of the School District is paramount in the operation of the schools and will be promoted by both parties. The parties do hereby agree as follows:

Article I. Working Relations Agreement

Section I. Definition

- A. As the School Board of the Public School District No. 85 or Representatives shall be referred to as the Board.
- B. The Superintendent and/or his/her representatives shall be referred to as the ADMINISTRATION.
- C. The representatives of the White Shield Education Association shall be referred to as the ASSOCIATION.
- D. The “teacher” represented by the Association in this Negotiated Agreement are defined as certified District Teachers excluding there from the Superintendent, Principal, Title IV, Alcohol/Drug, and Title VII staff, substitute and all aides.

Section 2. Scope of Negotiations

The parties will negotiate with regard to statutorily defined items for negotiations as set forth in the North Dakota Century Code and the decisions of the Supreme Court of North Dakota.

Section 3. Procedures

- A. Directing Requests

Requests for meetings from the ASSOCIATION will be normally made to the ADMINISTRATION. Requests from the ADMINISTRATION or the BOARD will be made to the President of the ASSOCIATION. Requests will be normally made in writing and contain the reasons for the request.

- B. Meetings

Meetings between the negotiations units of the BOARD and the ASSOCIATION will be held at reasonable times at the request of either party.

C. Agenda

All proposals and language of proposals must be placed on the agenda at the first meeting between the negotiating units. Items may not be added to the negotiation agenda thereafter without the agreement of both parties.

D. Agreement of Proposals

As agreements are reached between the parties, they shall be reduced to writing and initials, certifying tentative approval by the spokesperson of the bargaining units. Following the completion of negotiations, all agreements shall be subject to the approval of the BOARD and the ASSOCIATION.

Section 4. Agreement

When agreement is reached, it shall be reduced to writing and when approved by the ASSOCIATION, and the BOARD, and signed by the parties, become a part of the official minutes of the BOARD. The agreement shall constitute a modification of the Articles of this agreement and when necessary, provision in the Agreement shall be reflected in individual contracts. The Agreement shall not discriminate against any of the staff, regardless of membership or non-membership in the ASSOCIATION.

Section 5. Equal Employment Statement

The Provisions of this Agreement shall apply to all employees covered by this Agreement without discrimination on account of race, color, national origin, sex, or creed.

ARTICLE II- SALARY

Section 1. Basic Salary

See salary Attachment A.

Section 2. Extracurricular Salaries

See Attachment B.

Section 3. Pay Periods

Teachers will be paid bi-weekly, one week after the pay period ends.

Section 4. Critical Area

The Board reserves the right to pay additional amount as deemed necessary to employ teachers in critical areas including but not limited to those required for accreditation.

ARTICLE III MISCELLANEOUS PROVISIONS

Section I. Effects of Agreement

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 that 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 part of this Agreement.

Section 2. Saving Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of completed jurisdiction, said article, section, or clause, as the case may be shall automatically be 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 durations of the Agreement if not affected by the deleted article, section, or clause.

Section 3. Individual Contracts

Individual contracts shall not be inconsistent with the terms and conditions of this Agreement.

Section 4. Amendments

Amendments hereto may be made upon thirty (30) days written notice by the party proposing such amendments, and upon agreement reached under the procedures set forth herein.

ARTICLE IV. DURATION

The provisions of each Article attached hereto, except as otherwise specifically provided, shall be effective for one year as of July 1, 2016 to June 30, 2017 at which time it shall automatically renew itself unless written notifications to the contrary is made by either party at least sixty (60) days prior to the anniversary date of the Agreement.

If such notification occurs, the Agreement shall be re-negotiated. Changes may be made at any time by mutual consent.

RATIFICATION

IN WITNESS WHEREOF, signatures of duly authorized representatives of the ASSOCIATION and the BOARD indicate that this Agreement has been ratified by the White Shield Education Association and the White Shield School Board.

Dated this _____ day of _____ 2016.

IN WITNESS THEREOF:

For the White Shield
Education Association

For the White Shield
School Board – District 85

President

Chairman

Secretary

School Business Manager

WHITE SHIELD SCHOOL BOARD

Attachment A:

1. Teachers shall receive across the board salary increase of \$ 2,000.00 for the school year 2016-2017.
2. \$40.00 per hour to each teacher per class substitution not to exceed 6 hours per teaching hour per day will be paid bi-weekly, one week after the pay period ends.
3. \$50.00 per day unused sick leave beginning with the 2015-16 school year to be paid when employment is terminated.
4. \$37,500 base salary for a beginning teacher plus \$800 per year for prior experience up to four years.
5. \$25 per diem for ticket taking/clock/books/concessions at sporting events. Staff meetings after 4p.m. Will be paid bi-weekly, one week after the pay period ends.

WHITE SHIELD SCHOOL BOARD

Attachment B: Extra Curricular Salaries

As per School Board determination