

PROFESSIONAL NEGOTIATIONS AGREEMENT
McKENZIE COUNTY PUBLIC SCHOOL DISTRICT No. 1
and
WATFORD CITY EDUCATION ASSOCIATION
2023-2025

PREAMBLE

The School Board of the McKenzie County Public School District No. 1 and the Watford City Education Association do hereby agree that the education and well-being of McKenzie County Public School District No. 1 students is paramount in the operation of the schools and will be promoted by both parties. The parties do hereby participate and agree, as follows:

ARTICLE I. PRINCIPLES

Section 1. Attaining Objectives

Attainment of objectives of the educational program of the district requires mutual understanding and cooperation between the Board and the professional teaching personnel. Free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determination of matters of mutual concern.

Section 2. Professional Teaching Personnel

Teaching is a profession requiring specialized qualifications, and the success of the educational program in the district depends upon the maximum utilization of the abilities of teachers who are reasonably well-satisfied with the conditions under which their services are rendered.

Section 3. Representation

The representatives of the Board shall meet with the representatives of the Association to negotiate matters of mutual concern in an effort to reach agreement.

ARTICLE II. BOARD FUNCTIONS

The Board of Education, on its behalf, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by applicable law, rules and regulations to establish the framework of school policies and established in NDCC.

ARTICLE III. PROCEDURES

Section 1. Directing Requests

Requests for meeting from the Association will be made directly to the superintendent. Request from the Board or superintendent will be made to the chairperson of the Association Negotiation Committee. A mutually convenient meeting date shall be set and a meeting scheduled within ten (10) days of the request.

Section 2. Meetings

Meetings composed of the local representatives of the Association and the members of the Board shall be held at a mutually agreed upon time. The Board representatives and the Association representatives shall negotiate in good faith and attempt to reach agreement on matters which relate to the appropriate negotiating unit. Subsequent meetings, dates, and times shall be arranged or changed by mutual agreement of the Association representatives and the Board representatives and in conjunction with NDCC.

Section 3. Assistance

The parties may call upon competent professional and lay representatives to provide information relative to matters under discussion. The party requesting assistance shall be solely responsible for any costs and expenses incurred by such request.

Section 4. Study Committees

Either the Board representatives or the Association representatives may appoint ad hoc study committees to develop projects, programs, reports, and to make suggestions on matters under consideration. Such committees shall report findings to both the Board representatives and the Association representatives.

Section 5. Exchange of Information

The Board agrees to furnish the Association representatives, upon reasonable request all available information relative to professional negotiations. The Association representatives agree to furnish the Board upon reasonable request, all available information relative to professional negotiations. The Association representatives agree to furnish to the Board a list of the members of the appropriate negotiating unit on or before January 1st of each scholastic year. The names of representatives of the Association for the purpose of negotiations shall be furnished on or before January 15th of each scholastic year.

ARTICLE IV. AGREEMENT

When agreement is reached and approved, it shall be reduced to writing and signed by both parties, and become a part of the official minutes of the Board, and when necessary, pertinent negotiated statements shall be reflected in the individual contracts.

ARTICLE V. ADVISORY BOARD

Section 1. Impasse

If an impasse is reached during the negotiations, the matter shall be submitted to the State Fact Finding Commission. The Fact Finding Commission will hold a fact finding hearing with the Board and the Association with both sides providing their evidences and reports. The Fact Finding Commission will provide an Advisory Report. The Board and Association will meet at least once to negotiate based on the Fact Finding Commission's Advisory Report recommendations in an attempt to reach an agreement. The Board will make an offer based on the negotiations following the Advisory Report, if that offer is not accepted; the Fact Finding Report is published in the official newspaper 10-20 days after issuance. The cost of the posting is shared between the Board and the Association. The Board will make final offer before unilateral issuance of contracts and declare good faith negotiations to be at an end. Before unilateral contracts are issued, the Board committee will meet with the Association to consider a final offer. If the Board final offer is not accepted, the Board will vote at an open meeting to issue unilateral contracts based on the Board's last offer. The contracts will be due 14 days following the issuance of unilateral contracts and will be valid for one year.

Section 2. Costs

If an impasse is deemed to exist under section 15.1-16-14, the contending parties shall share the cost of fact-finding equally.

ARTICLE VI. GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of the grievance procedure for the McKenzie County Public School District No. 1 shall be to enable teachers to express a complaint about the administration of the agreement or application of school policies with the assurance that the complaint will receive prompt attention.

Section 2. Procedures

Section 2a. Step One - Informal - Verbal

A teacher or teachers with the grievance shall first discuss his/her or their complaint with their principal or immediate superior by:

- a) Expressing his/her or their complaint directly to his/her or their principal or immediate superior, or
- b) Appearing together with the Association representative before his/her or their principal for the purpose of expressing said complaint.
- c) State the complaint is a grievance.

If the complaint refers to the application or interpretation of personnel policies, rules, regulations, or an administrative decision, the principal shall give the Association representative an opportunity to state the views of the Association. Within five (5) days the principal shall communicate his/her views to the aggrieved and to the Association representative.

If the complaint refers to the application of professional contracts or human resources policies, rules, regulations regarding employment and governed by the District Office; the business manager or delegate shall give the Association representative an opportunity to state the views of the Association. Within five (5) days the business manager or delegate shall communicate his/her views to the aggrieved and to the Association representative.

Before resolving the complaint, the principal may consult the next higher level of administration for an opinion; also the Association representative may consult the next higher level of the Association for an opinion.

After an attempt in the above procedure, the aggrieved teacher, or teachers, the principal or appropriate superior, or the Education Association representative may request that the complaint under consideration be referred to a grievance committee and thus proceed directly to the more formal machinery set forth in Step Two of this grievance procedure.

The grievance committee shall consist of local members chosen by the Watford City Education Association.

Section 2b. Step Two - Formal

On proper written notice the Association's grievance committee shall, within five (5) days, transmit the complaint in writing to the superintendent.

The superintendent or his designated representative shall then work with the grievance committee in full good faith effort to seek an equitable solution.

All meetings held concerning a given complaint under this step may be tape recorded by each party.

Section 2c. Step Three - Formal

If a solution acceptable to all parties concerned is not reached within ten (10) days after the grievance committee has transmitted the complaint to the superintendent, the superintendent or the grievance committee may request referral in writing of the grievance to the Board of Education.

The Board of Education shall then work with both parties in full, good faith effort to seek an equitable solution.

Section 3. Disposition

All decisions reached under this grievance procedure shall be filed with each school administrator and the grievance committee to be used as precedents for further complaints.

Copies of the grievance proceedings shall not become a part of any teacher's personal file.

Board of Education members, administrators, or teachers shall not discriminate against one another because of the exercise of their rights under this grievance procedure.

ARTICLE VII. LEAVES

Section 1. Sick Leave

Each full-time teacher is entitled to fifteen (15) days sick leave, of which a maximum of three (3) days may be used for non-urgent or elective medical procedures or appointments, per year without loss of pay, which may accumulate to a total of 120 days, provided that at the option of the superintendent, a doctor's certificate must be filed with the District Office stating the cause of absence. Pre-natal appointments shall be counted as sick leave. Teachers with less than full-time contracts will have the leave referenced in this section prorated based on their employment status compared to full-time status, i.e. percentage contracts.

Sick leave with pay shall be allowed whenever a teacher's absence is due to personal illness and/or disability, which prevented his/her attendance and performance of duties on that day or days. The school district may require a teacher to furnish a medical certificate from a qualified physician as evidence of illness or disability indicating such absence was due to illness or disability, in order to qualify for sick leave pay. Initial determination will be provided at the building level, however, the final determination as to eligibility for sick leave is reserved to the District Office. Sick leave allowed shall be deducted from the accrued sick leave days earned by the teacher.

Section 1a. Family Sick Leave with Pay

Each teacher will be granted ten (10) days of non-accumulative family sick leave to be deducted from the accrued sick leave to care for "Family" which is interpreted to include husband, wife, son, daughter, foster child(ren), father, mother, grandmother, grandfather, brothers or sisters, brothers or sisters-in-law, sons or daughters-in-law, fathers or mothers-in-law, uncles, aunts, and grandchildren. This leave follows the same guidelines as outlined in Section 1 regarding use for non-urgent or elective medical procedures or appointments (3) and is cumulative with personal and family leave utilization.

Section 1b. Unused Sick Leave Upon End of Employment

Teachers who have taught a minimum ten (10) years in the system will be paid twenty-five (25) dollars for each unused sick leave day they have accrued upon end of employment. Teachers who are terminated for cause are not eligible for this benefit.

Section 1c. Unused Sick Leave Exceeding (105) Days

Teachers that have reached a total of 105 days as allocated by Section 1 and are maintaining employment in the school district will be paid twenty-five (25) dollars for each unused sick leave day allocated that school year up to fifteen (15) days maximum as determined in Section 1. The next contract year will award the maximum (15) days to start each contract year with (120) days available for potential utilization.

Section 1d. Maternal Sick Leave

An employee may utilize sick leave as outlined in Section 1 for the purpose of maternal care of a child. The employee may utilize accrued sick leave (personal and family) as well as personal leave for the paid period of 30 contract days starting the date of birth. Up to 40 teacher contract days may be utilized if a doctor does not release the employee back to work and provides an additional medical note.

For maternity leave involving birth during non-contract time (i.e. summer months), please reference the employee handbook for information related to this scenario and potential overlap of non-contract and contract time related to maternity leave.

Section 1e. Family Medical Leave Act

The school district recognizes the Family Medical Leave Act as outlined in federal law and references the law in application of all situations of which this leave is enacted. The school district requires all applicable leaves referenced in this negotiated agreement to be used concurrently with unpaid leave as authorized in FMLA law. Extensions beyond the terms and length of required FMLA leave will be addressed by administration on a case-by-case basis.

Section 1f. Military Leave

Leave authorized by federal or state definitions of military leave will be recognized by the school district and approved as per guidelines. Employees will be required to select available paid or unpaid personal leave as terms of their required military leave.

Section 2. Funeral Leave

Each teacher will be granted four (4) days of non-accumulative funeral leave. The leave is to be used for the purpose of funeral attendance and/or funeral preparation involving the death of an immediate family member or close friend. "Family" shall be interpreted to include husband, wife, son, daughter, father, mother, grandmother, grandfather, brothers or sisters, brothers or sisters-in-law, sons or daughters-in-law, fathers or mothers-in-law, uncles, aunts, and grandchildren.

Section 3. Personal Leave

Each full-time teacher may be granted three (3) days per year without loss of pay for personal leave which must take place during the school day. Unused personal leave days will carry over to the next year and accumulate to a maximum of five (5) days per year. This leave is limited to a maximum of four (4) teachers from any one building per day. Leave requested immediately preceding or following a vacation period or within the first five days or last five days of the school term, must receive special permission granted by the superintendent. When determining the four teachers who can be gone from school on any one day, the administration shall not count people under WILMAC contracts, the district librarian, instructional coaches, interventionists, ELL teachers, guidance counselors, principals or the superintendent.

Personal leave days are not to be construed as additional days of sick leave. Arrangements for use of personal leave should be made at least two (2) days in advance with the school principal, except in cases of emergency. (Emergency to be defined as circumstance which cannot be foreseen.)

Section 3a. Unused Personal Leave

Unused personal leave days, beyond the maximum carryover of two (2) days, will be reimbursed to each teacher for full days at the end of the school year at a rate that matches the current substitute teacher compensation as determine in school district policy per day. Upon leaving the district, teachers who have taught a minimum five (5) years in the system will be paid the rate that matches the current substitute teacher compensation as determine in school district policy per day for each unused personal leave day they have accrued, including the additional two (2) days of carryover, if they resign, or are non-renewed through the RIF policy. Teachers who are terminated for cause are not eligible for this benefit.

Section 4. Professional Leadership Leave

Teachers may accept positions of Professional Leadership within their academic or extracurricular areas and may be granted suitable time to attend meetings to adequately perform their duties as an officer or director.

Requests must have advance written approval from the Superintendent before attending. Such leave shall be limited to a maximum of two (2) days per year per teacher. An extension may be granted upon approval of the superintendent. The Professional Leadership Leave form shall be used in all cases.

Section 5. Prorated Leave

All leaves in Article VII shall be prorated according to the teacher's contract full time equivalency.

Section 6. Sick Leave Bank

The McKenzie County School District will maintain a Sick Leave Bank for participating active employees. The purpose of the Sick Leave Bank is to cover unexpected catastrophic illness or injury to participants in the Sick Leave Bank or participant's spouse, children, or those under custodial care. Catastrophic illness or injury "catastrophic" means extreme or life threatening. This term does not include conditions associated with a normal pregnancy.

Section 6a. Qualifications

All employees have until September 25th at the beginning of each school/contract year to join the Sick Leave Bank. Each participating employee shall invest two (2) sick leave days in the bank. Whenever the balance falls below 80 days, each member shall be assessed sufficient days to restore a minimum 80-day balance the following school year on the October 1st anniversary date. All days are considered to have equal value no matter who is contributing or withdrawing. If the Sick Leave Bank balance is exhausted during a school year and prior to the following contract year, participants may invest an additional day to ensure all applications are considered on merit and have the potential for days to allocate from the Sick Leave Bank. Teachers who choose to leave the bank, either voluntary (member chooses to leave, retires or leaves the school district) or involuntarily (teacher is non-renewed or reduction in force has taken place), reentry into the sick leave bank will result in two additional days being assessed.

Section 6b. Application

Any participant having used all of his (her) accumulated personal sick and family sick leave days would be eligible to apply. The Sick Leave Bank Committee may recommend the applicant utilize their personal sick or family sick leaves prior to approval of Sick Leave Bank days. These recommendations will be brought forward to the superintendent for approval of current sick or family sick leave days as per application and prior to Sick Leave Bank days being approved. Application must be in writing and shall be given to the Sick Leave Bank Committee for consideration. Applications must be accompanied by a medical doctor's certificate verifying the severity, nature and projected duration of the illness. The application must request a specific number of days, up to 20 per application.

A HIPAA (Health Insurance Portability and Accountability Act) compliant release of information form must be completed prior to the application. 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 administration shall verify that an application for disability has been filed.

Section 6c. Limitations

A participant may apply two (2) times in any single contract period and may be granted no more than 40 days of sick leave from the Sick Leave Bank for that particular illness/injury.

Section 6d. Committee

The Sick Leave Bank Committee will consist of three (3) members: two (2) teachers and one (1) administrator. All of the teacher members must be participants in the Sick Leave Bank and will be selected by the Watford City Education Association. The committee will schedule a meeting within five (5) working days upon a submitted request and a decision will be made at that time. All three members must approve the request to be brought forward to the business manager. If two vote in favor of the request and one dissenting vote; the request will be submitted to the superintendent as an appeal process and for final determination. If less than a majority vote in favor of the request, the request is denied and an appeal process may be provided to the superintendent. If there are no votes in favor of the application, the request is denied and no formal appeal process is granted. The committee will also give written notice of acceptance or rejection, determine the number of days granted to the applicant, and provide reasonable assurance the bank is not abused. All leaves authorized by the Sick Leave Bank committee must comply with the Family Medical Leave Act. All leave authorized by the Sick Leave Bank committee that is not used will revert back to the Sick Leave Bank. The Sick Leave Bank processing and accounting will be maintained by the District Business Manager. The Sick Leave Bank Committee will be responsible for collecting and reporting donations toward the Sick Leave Bank to the District Business Manager.

Section 6e. Noncompliance

If an employee who is granted leave from the Sick Leave Bank is found to be in non-compliance with school district policies or other factors of employment, the Sick Leave Bank Committee may revoke the leave granted under Article VII, Section 6. Employees participating in the Sick Leave Bank shall not engage in other employment during course of the school day while utilizing Sick Leave Bank allocations.

Section 7. Unpaid leave

Teachers who have exhausted all personal or otherwise pertinent leaves may make a request, in writing, to the superintendent for authorization to take unpaid leave. Except as allowed by FMLA, the circumstances involving the request for unpaid leave should be deemed unforeseen and outside one's control to qualify for this provision. Requests for unpaid leave should be infrequent or rare in practice; multiple requests from an employee may be denied on a case-by-case basis. All unpaid leave should be requested prior to the leave being utilized, unless emergency circumstances involve the inability to receive prior authorization. Unpaid leave in excess of 5 (3) days will be spread over the timeframe of the absence; otherwise, unpaid leave will be deducted, in full, within the current pay period.

ARTICLE VIII. PROFESSIONAL GROWTH

Section 1. Credits for Salary Schedule Advancement

Credit intent forms for advancement on the salary schedule must be submitted via the established submission platform to the District Office prior to salary schedule adjustment consideration. A transcript following the completion of the class will also be submitted via the established platform and used for verification in the approval process. All courses submitted for salary schedule placement will be reviewed and approved by the Superintendent prior to submission to Human Resources for payroll and potential adjustment on the salary schedule. If the courses and credits will establish a new pay schedule for that teacher, the complete course and credits must be received by the superintendent on or before August 25th or January 5th of each school year. Credit intent forms submitted by the January 5th deadline will be prorated for the remainder of the school year and not retroactively. For specific information and examples regarding credits for salary schedule placement, please reference the employee handbook for guidelines utilized for this purpose.

Section 2. Credits

Continuing education or graduate level credits taken for betterment of individual educators may be communicated and coordinated with building level administration regarding relevance and alignment to building or district level goals. Recommendations by building administration will be taken into account by the superintendent regarding approval of credits in potential salary schedule advancement requests.

ARTICLE IX. FRINGE BENEFITS

Section 1. Insurance Programs

Group health, dental and vision insurance is available to teachers. Health insurance will follow current policy as determined by the Affordable Health Care Act. The district will maintain the following percentage contributions toward group health insurance premiums: 49% of family plan; 72% of a single plus dependent plan; and over 100% of a single plan.

The specifications will not be changed without input from a committee of Association full-time teachers.

ARTICLE X. SALARIES

Section 1. Salary

Section 1a. Salary Schedule

The salary schedule of the district shall apply to all certified teachers in a certified teaching position and is attached to and made a part of this article. All teachers shall be placed on the appropriate level of the salary schedule commensurate with their teacher experience and level of education obtained on or before the starting date of the school term. If a teacher has been employed for 50 percent or more in their previous year of teaching in an accredited school district; they will be awarded their experience credit on the salary schedule. This would also include teachers teaching on a part-time basis for the school district. The salary schedule is based upon the regular school calendar and certified teaching assignment.

Section 2. Method of Payment

Section 2a. Professional Salary

Each teacher shall receive their teaching salary in 24 equal payments. Normal pay days will be on the 10th and the 25th of each month for the contract year. The first payroll of each school year will occur on September 1st. If a pay day falls on or during a weekend, school holidays, or school vacations, the teachers will receive their checks on the last working day preceding such weekend, school holiday, or school vacation. After October 1st of each year, teachers are eligible to draw up to four (4) pay periods salary in advance.

Section 2b. Extracurricular Salary

Each teacher may receive their extracurricular payment as a lump sum payment received during the next payroll period after the completion of each particular duty. The Extracurricular salary schedule will be revised as per terms of this agreement when deemed necessary. Additions to the extracurricular salary schedule due to activities or positions added per Board approval, between negotiated agreements, will be made outside the terms of this agreement.

Section 2c. Payment Option

Teacher payments will be provided through direct deposit.

Section 3. Teacher Retirement Funds

The District's contribution to TFFR would be under Model 2 - Employer Payment of ALL Assessments.

Section 4. Teacher Work Day

The intended teacher contracted work day is 8 hours in duration. As a salaried employee, teachers may need to complete work outside of this timeframe. If specific duties where teacher attendance is required outside of the contracted work day, any situation that arises requiring a change in the typical contracted work day, communication and collaboration with involved employees will be facilitated by a school administrator. Extracurricular, substitute teacher pay; which may include collapsed classrooms, and non-work related activities, will be coordinated with the Activities Director and/or building principal and follow the Board of Education's approved schedule for payment.

ARTICLE XI. TEACHER ASSIGNMENT

Section 1. Notification

All teachers previously employed in the system shall be given written notice of their salary, class or subject assignments, extracurricular assignment, building assignments, and room assignments, for the following school year not later than May 15th. If, after written notice of assignments, a situation arises requiring a change in the contract, communication and collaboration with involved employees will be facilitated by the building administrator.

All teachers new to the system shall be given written notice of their salary, class or subject assignment, building assignments, and room assignments for the forthcoming year as soon as it is available.

Section 2. Assignment Areas

Teachers shall only be assigned to teach in an area in which the teacher is certified to teach as defined by the Education Standards and Practices Board of North Dakota.

Section 3. Voluntary Transfers

A voluntary transfer is when a teacher changes from one position to another at the request of the member. A teacher employed by the district shall have the right to apply for an opening in the district, if qualified for such opening, without first resigning their present position. Such openings shall be posted in each school education building.

Section 4. Involuntary Transfer

An involuntary transfer is when a teacher changes from one position to another at the direction of the district rather than at the request of the bargaining unit member. In the event that an involuntary transfer must be made, notice of such transfer or reassignment shall be given before May 15th or as soon as practical. Involuntary transfers shall be made only after the teacher involved and the appropriate supervisor communicate in some form, at which time the teacher shall be notified of the reason for such transfer or reassignment. In the event that the teacher objects to such a transfer or reassignment, he/she shall be afforded the right to meet with the Superintendent at which time he/she may at his/her option have an Association representative present. A teacher involuntarily transferred after May 15th, may request compensation for both transitional and curriculum activities.

It is the goal of McKenzie County School District #1 to be in open dialogue throughout the summer with teachers who may be involuntarily transferred. It is also the goal of McKenzie County School District #1 to immediately relay involuntary transfers to teachers affected by the transfer.

ARTICLE XII. SCHOOL CALENDAR

The school calendar for each year shall be discussed by the administration and the school calendar committee with final adoption and approval made by the Board. School calendar committee recommendations are not binding and only for consideration with the school board.

ARTICLE XIII. TRANSFER OF EXPERIENCE

Complete, full years for certified teaching professionals may be allowed for experience in other accredited school district. Teachers from MCPSD #1 may be allowed to return with prior years' experience from last contract of employment from MCPSD #1. Determination of years' experience brought onto the salary schedule will be made by administration, in consideration of several factors including difficult to fill positions and the area in which the experience was obtained, in recommendations to the Board for formal approval.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

Section 1. Savings Clause

Should any article, section or clause of this agreement or any agreement negotiated under its provisions be declared illegal by a court or competent jurisdiction, said article, section or clause shall be automatically 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.

Section 2. Term

All provisions of this agreement where applicable are based on (184) days of classroom instruction or professional development including legal school holidays as outlined in NDCC. The 2024-2025 school year will be based on (185) days of classroom instruction or professional development including school holidays as outlined in NDCC.

Section 3. Reduction in Force

Reduction in Force – See School Board Policy DBH Reduction in Professional Staff Work Force.

ARTICLE XV. DURATION

This agreement shall become effective July 1, 2023 and remain in effect until June 30, 2025. It may be amended by the agreement of the same parties who entered into it originally. It will be renewed automatically for a period of one year from the expiration date unless one of the parties shall have notified the other at least sixty (60) days before the expiration date that it will not accept renewal.

Representatives of the professional staff represented through this agreement (3) and the School Board (3) may be selected by each party for the purpose of forming a collaborative, working committee to meet within the duration of this current contract. This committee may discuss contract items of interest to both the

teacher group and the School Board which can be brought forth to the negotiations committees for consideration prior to the forthcoming negotiations process. This committee is not an extension of the negotiations process; but simply a collaborative effort to further research issues or contents related to the current negotiated agreement and may provide recommendations back to the formal negotiating parties prior to the next negotiations process. It is recommended the superintendent be part of the process and be the moderator/facilitator of this working committee through the duration of this contract.

Dated at Watford City, North Dakota.....May 16th, 2023

**WATFORD CITY
EDUCATION ASSOCIATION**



**BOARD OF EDUCATION
MCKENZIE COUNTY SCHOOL DIST. NO. 1**


