

CENTER-STANTON PUBLIC SCHOOLS 2025-2027 NEGOTIATION PACKAGE INCLUDES

I. Duration of Negotiated Agreement

The provisions of this agreement will be effective as of July 1, 2025 and will continue and remain in full force and effect for a period of two (2) years until June 30, 2027. Said agreement will automatically be renewed and continue in full force and effect for additional periods of one year unless the Board or the Contracted Staff gives written notice to the other no later than May 1, 2027, of its desire to reopen this agreement and to negotiate over the terms of successor agreement. The Board and the Contracted Staff may mutually agree to reopen negotiations at any time on selected articles of this agreement and to extend the remaining articles without further negotiations. In addition, both parties expressly recognize that negotiations on the terms of the successor agreement must take place at the request of either party providing proper notice is given.

II. Professional Growth

- A. Non-Required: Center-Stanton Public School District agrees to pay up to \$550 per year for credits earned and/or \$200 for non-credited workshops. Teachers may accumulate \$550 a year for up to 5 years to be able to attend a national conference in their teaching area. Teacher must state intent to attend at least 3 months in advance, and this will be limited to 4 teachers per year. The \$550 will not be added to the teacher's base salary. The staff members must pay all registration/credit fees and then will be reimbursed up to \$550 upon submission of a transcript/grade sheet or proof of attendance with the reimbursement receipt. The teacher will submit receipts for actual money spent and will be reimbursed for the actual amount up to \$550. The \$550 can be used for all costs associated with the course (including, but not limited to books, registration, hotel, mileage, meals, etc.). Center-Stanton School will pay for motels, meals, mileage at state rates unless pre-approved for a different amount by Administration. The credits received must be in the teacher's major, minor, or assigned field, or approved by the Superintendent prior to taking the class while the teacher is employed with Center-Stanton Public Schools. The credits must be earned in or from an accredited college.
- B. Required: The district will pay all registration and travel costs related to seminars, workshops, or Praxis testing (each test will be reimbursed upon successful completion) that are required by the Board or Administration, whether credits are earned or not.
- C. Courses applicable for continuing education and reimbursement shall include areas that benefit the Center-Stanton School District, even if not directly related to a teacher's current teaching field or extracurricular assignments. This includes coursework that prepares teachers for potential future roles within the district, such as educational leadership, special education, elementary or secondary licensure, counseling, instructional coaching, career and technical education, or other student support roles. To be eligible for reimbursement, a program of study must be filed with the administration and approved by the School Board prior to the start of the course. Copies of registration forms, agendas, and/or class itineraries must be attached to claim reimbursement forms.
- D. Starting with classes to be taken the summer of 1990, prior approval from the administration must be obtained.

III. Insurance

The District will either pay a single health insurance policy premium or 80% of a full family insurance policy premium for each teacher participating in the health insurance plan in the Center-Stanton School District.

The District will contribute to each eligible employee's Health Savings Account (HSA) a dollar-for-dollar match of the employee's contribution up to \$1,500 for single coverage plans and up to \$3,000 for family coverage plans, or up to fifty percent (50%) of the employee's annual health insurance deductible, whichever is greater.

Any changes will go into effect October 1. The value of this policy will be equal to, or greater than, the values of the policy of the previous contract year. In lieu of group health insurance through Center-Stanton School District, the school will pay \$500 per month into the teachers/flex annuity (according to law) if that teacher provides verification that they are covered through a group health plan. A teacher can take this OR a cash option of \$475 per month.

- A. The district will pay a full family Vision insurance policy premium even if the staff member doesn't take the health insurance policy upon request.
- B. The district will pay a full family Dental insurance policy premium even if the staff member doesn't take the health insurance policy upon request.

A. Health Insurance Continuance Policy

The Center-Stanton School Board believes that employees that have been in the health insurance group with the Center-Stanton Public School system should have the right to stay with the group health insurance, when they have reached retirement, have lost their job because of reduction of force, have been injured and are unable to continue working for a time limit as set by COBRA laws. However, these stipulations must be followed:

1. The qualified person must pay their own insurance premium, after the anniversary date of the group insurance.
2. They must take coverage immediately
3. Coverage must be continuous.

B. Wellness Provision

The District will provide each teacher with up to \$300 per contract year in reimbursement for wellness-related expenses. Qualifying expenses may include exercise memberships, recreational activities, fitness or weight management programs, mental health wellness services such as counseling, therapy, meditation programs, or mindfulness resources, and related wellness services. Online fitness, mental health, or wellness app subscriptions also qualify. Reimbursement will be made upon submission of itemized receipts. There will be \$1000 wellness bank provided for in-school wellness program incentives.

C. Flex Plan

The Center-Stanton School District will pay the monthly administration fee for the individual teacher's flex plan.

IV. Leave of Absence

A year of absence for study may be taken after ten years in the system without pay and upon Board approval. The employee will be guaranteed reemployment at the salary level they received prior to their leave of absence plus any increase for the year of reemployment. Notice to return to employment will be submitted in writing to the Superintendent of Schools by March 1 of the year prior to return.

V. Childcare Leave

A teacher shall be granted two weeks of childcare leave and may use up to an additional 6 weeks of sick leave for childbearing or adoption. Additional leave up to one year may be requested and would be without pay. The board reserves the right to seek a second doctor's opinion.

A non-childbearing parent shall be granted two weeks of childcare leave and may use up to an additional two weeks of sick leave in connection with the birth.

Maternity or paternity leave must be taken within 12 weeks of the birth or adoption of a child. Childcare leave starts the day the mother is discharged from the hospital. If leave is recommended by the doctor prior to the birth of the child, then staff members may use banked sick leave without diminishing childcare leave after the birth.

Beyond the six weeks of maternity leave, an additional two weeks of employee's banked sick leave may be granted at the discretion of the administration.

A teacher returning from childcare leave will be assigned to the same position held at the time the childcare leave commenced.

VI. Professional Leave

Three (3) days per year of non-required leave and unlimited days of required leave with prior approval of administration may be allowed as professional leave. Professional leave must be approved by the administration. Professional leave will

not be accumulative. More days can be allowed at the discretion of the Principal or Superintendent. Additional professional leave will be provided for new teachers (1 to 3 years in the school district) to observe and be mentored by veteran teachers in the Center-Stanton School District or in area schools.

VII. Emergency Leave

Up to three days per year of emergency leave may be granted, with pay, at the discretion of the Superintendent, if there is a serious illness or injury that may become life threatening, or death to a member of the teacher's immediate family. The immediate family is defined as spouse, children, grandchildren, parents of both employee and spouse, brothers and sisters of employee and spouse, Grandparents and brothers and sister-in-law of employee and spouse. Emergency leave may also be used for funerals and bereavement at the discretion of the Superintendent. This leave will be deducted from accumulated sick leave starting with the fourth day.

VIII. Personal Leave

Each teacher will be allowed three (3) days each school year to be used as personal leave. Personal leave may accumulate to six (6) days. Requests for personal leave must be submitted and approved by the administration at least three (3) days in advance unless other arrangements are made. No more than two (2) teachers per school may be allowed to take personal leave at the same time (schools defined as Elementary, grades K-6, and Junior High/High School, grades 7-12) and will be granted on a first come, first served basis. Use of more than three (3) consecutive personal days by a teacher requires the approval of the administration. Personal leave may not be taken during the first two weeks of school or the last two weeks of school unless approved by the administration.

Coaches/advisors taking leave to attend state tournaments/meets when not accompanying a team to the tournament/meet will have to take "personal" leave.

After the teacher's personal leave has been exhausted and they have converted sick leave hours into personal leave days, the teacher will be allowed a maximum of two additional days upon committee (consisting of two CSEA members, two board members and the superintendent) approval. Substitute pay will be deducted from the teacher's salary.

At the end of each school year a teacher will have the option to:

1. Any days over three will be paid at the same rate as substitute pay for the current school year for each unused day with a maximum of three (3) days per year. Up to three personal days not exchanged for payment shall be carried over to the following contract year. Request for reimbursement must be made by May 15th.
2. Carry over the personal leave days to the following contract year with a maximum accumulation of six (6) days.

Teachers who leave the school system will receive reimbursement for unused personal days at the same rate as substitute pay for the current school year. A maximum of six (6) days may be redeemed.

IX. Sick Leave

Sick leave will be 16 days per year accumulative to 160 days and may be used for illness or medical appointments of employee or immediate family members. Unused sick leave above the 160 days at the end of the school year will be placed into the teach/administrator sick bank. The immediate family is defined as spouse, children, step-children, parent of employee or spouse, or other relative who is a dependent of the employee. A teacher may use sick leave one-seventh (a class period) or a day at a time. Only half a day of sick leave will be granted for a doctor or a dentist appointment upon administrator's approval.

A. Two days may be used for funerals of persons that do not fall under the immediate family definition by using sick leave.

B. Severance pay will be paid at the rate of \$30 per day for unused sick leave when a teacher leaves the district for any reason except breach of contract. The severance pay shall be accumulative to 100 days. A teacher must be an employee of the district for at least one year to qualify for the severance pay. In the event of the death of the teacher, the money due for severance pay would be paid to the named beneficiary of that teacher. Any sick days over 100 will not be added to the sick bank.

C. A sick leave bank shall be established and administered as follows:

1. In the event of a teacher/administrator's illness (including pregnancy) which requires extended periods of absence, the teacher/administrator may request to borrow sick days from the sick bank.
 2. Each teacher/administrator will contribute one day of sick leave annually. When the sick bank reaches 100 days each teacher/administrator will contribute one half day per year. These hours will be deducted from the teacher's first paycheck.
 3. Teachers/administrators who have exhausted their sick leave may make reasonable requests for sick leave that has accumulated in the sick leave bank.
 4. Such requests will be considered by a committee consisting of two CSEA members, two board members and the superintendent.
 5. An accounting of available sick leave in the sick leave bank will be given to each teacher/administrator at the beginning of each school year.
 6. One copy of the account will be placed in the school district files.
- D.** A teacher may convert sick leave hours (60 or a max of 120 hours) per school year into vacation days (1 or 2 days) after all personal leave has been exhausted. Vacation days cannot be carried over or paid out at the end of school year.

X. Payroll

Pay day will be the 15th and last day of every month. If payday falls on a weekend or bank holiday, payday will be the day before the weekend or bank holiday. Individuals will have 24 pay periods. Sick and Personal leave will be listed on each pay stub.

XI. Compensation

- A.** The base for the 2025-2026 school year will increase by \$2,000. The base salary for all lanes for the 2026-2027 school year will increase by \$2,000. A returning full-time teacher will receive an increase of the base plus \$500.00 for each respective school year. The salary figures on the individual contracts will be rounded up to the nearest dollar.
- B.** Part time teachers will receive a proportional amount of the amount in Section A based on the percentage of his/her contract.
- C.** The School Board will stay under Model 2 for TFFR (Teacher Fund for Retirement).
- D.** Part-time teachers will receive substitute pay when required to be at school on days not part of their normal contracted days.
- E.** A teacher giving up their prep period to act as a substitute teacher in a class other than their own will be paid \$30 per class period.
- F.** The District will pay one day sub pay for one day of in-service to certified staff in attendance of the teacher's workshop at the beginning of the school year.
- G.** The base salary for an incoming teacher with no experience for the current school year will be in compliance with the North Dakota Century Code.
- H.** An incoming teacher may bring in up to 20 years of experience at \$500 per year and be paid for up to 16 semester credits in accordance with Section II. A. under professional growth.
- I.** The District will pay one contracted day for one day of Professional Development to certified staff. This will be mutually agreed upon by the administration and Center-Stanton Education Association. The Consortium In-service is optional and will be paid at the current substitute teacher rate.
- J.** In the event a teacher is selected for jury duty, leave shall be granted with pay. Any stipend for service, minus expenses incurred, will be paid to the school district.
- K.** In the event a teacher is called out for ambulance and/or fire volunteer work, leave shall be granted with pay and any stipend received for service will be kept by the teacher.
- L.** The minimum salary for teachers employed by the District on a nine month basis is as shown below:
- M.** Proof of additional quarter or semester hours, which may be in the form of a grade sheet, must be turned into the Business Manager of the School Board prior to the second payroll cutoff date in August. Any classes taken during the school year that result in a lane change will not be paid until the following year.

Base Salary

Level	2025-2026 Base	2026-2027 Base
Bachelor's Degree	\$45,250	\$47,250
Bachelor's + 8 CEU	\$45,750	\$47,750
Bachelor's + 16 CEU	\$46,250	\$48,250
Bachelor's + 24 CEU	\$46,750	\$48,750
Bachelor's + 32 CEU	\$47,250	\$49,250
Bachelor's + 40 CEU	\$47,750	\$49,750
Bachelor's + 48 CEU	\$48,250	\$50,250
Bachelor's + 56 CEU	\$48,750	\$50,750

XII. Advanced Degrees

Master's degree factor: Any current employee as of 2006-2007 who returns to school and receives their master's degree will receive an additional \$5,000 raise on their base salary. The degree must be in their field of teaching or have the approval of the Superintendent.

- A. The Master's base will be \$5,000 more than the base salary.

Level	2025-2026 Base	2026-2027 Base
Master's Degree	\$50,250	\$52,250
Master's + 16 CEU	\$51,250	\$53,250
Master's + 32 CEU	\$52,250	\$54,250
Master's + 48 CEU	\$53,250	\$55,250
Master's + 64 CEU	\$54,250	\$56,250

XIII. Extra Duty Provisions

- A. If a teacher opts to take on a noon duty responsibility each school day, they will receive compensation equivalent to the cost of one adult meal per day up to \$900, excluding absences. The school is responsible for arranging and compensating the teacher's substitute if absent. A maximum of two teachers per school may participate.

If teacher(s) are assigned to lunch duty, he/she/they will receive compensation equivalent to the cost of one adult meal per day. This payment applies for each school day they fulfill their assigned duty.

- B. A CSEA representative may be included on the interview team and involved in the recommendation process regarding the hiring of administration.
- C. When possible, meetings are encouraged to be scheduled during the teacher's contracted time. However, when any meeting occurs beyond the contracted time or during a teacher's preparation time, the teacher shall be compensated at \$30/hr rounded to the nearest quarter hour. This policy excludes weekly staff meetings either with the school principal or all staff which begin at 7:45 a.m. and IEP meetings.

XIV. Extra-Curricular Schedule

A. Non-Athletic Schedule

- a. Academic Clubs and Organizations
 - i. FFA \$3000
 - ii. FBLA \$1200
 - iii. FCCLA \$1700
 - iv. German Club \$1200
 - v. Science Club \$1200
 - vi. Robotics \$1300 \$50/year experience
 - vii. Science Olympiad Advisor \$600
 - viii. Acalympic Advisor \$700
 - ix. Math Advisor \$30/hr if taking place outside of working school hours
 - x. Envirothon \$250
 - xi. National Honor Society \$1000 \$50/year experience
 - xii. Sources of Strength \$500 \$25/year experience
- b. Music and Performing Arts
 - i. Band and Choir \$3000
 - ii. Jazz Band \$700
 - iii. Elementary Music \$250 \$25/year experience
 - iv. Speech \$2700
 - v. Assistant Speech \$1200
 - vi. One-Act Play \$700/play
 - i. For more than one play, administration and board must approve.
 - vii. Accompanist \$50.00 per festival event
- c. School Leadership and Governance
 - i. Prom \$1000
 - ii. Concessions Manager \$2200
 - iii. Yearbook \$2200
 - iv. Junior Class Advisor \$250/advisor - no increase for experience
 - v. Student Council \$1000 - \$50/year experience
 - vi. Peer Youth \$350 - \$25/year experience
- d. Technology and Education
 - i. Technology Coordinator \$4200
 - 1. Only if technology coordinator teaches more than three (3) classes.
 - ii. Summer Technology Coordinator \$27.50/hour
 - 1. Work needs to be completed at the school
 - iii. Summer Driver's Ed Instruction \$27.50/hour
 - iv. After School Program \$30/hr with a maximum of 2 teachers
 - v. Music Concert Supervision \$25 per concert

B. There will be \$600 in Professional development available for each advisor. Advisor must pay all professional development registration fees and will then be reimbursed upon submission of expense receipts and programs/agendas/itineraries.

C. For each year of applicable advising or coaching experience, you will receive \$100 as listed under XIV. Unless otherwise stated.

D. Extra-Curricular Schedule

Coaches/Advisors of extracurricular activities shall be compensated as set forth in this schedule. The Board of Education of the Center-Stanton Public School will grant pay on this schedule to those teachers hired by the administration and school board. The pay for extracurricular will be added on their regular contract. The coaches/advisors' last paycheck will be withheld until inventory is completed and accepted by administration.

E. Professional Development

Advisors will be required to reimburse the school for any fees paid by the school district on their behalf if they decide to not fulfill their position. Only expenses (including travel) for scouting, tournament/meet fees if accompanying a team, and seminars will be considered professional development. Staff member must pay all seminar/registration fees and then will be reimbursed upon submission of expense receipts and programs agendas/itineraries.

F. Extra-Curricular Activities

Teachers/staff who work at extra-curricular activities will be paid at the same rate as non-staff per event for ticket seller/takers and supervisors. Teacher/staff will work these on a volunteer basis. If volunteers are not available, the principal(s) will assign such duty. The Athletic Director will keep track of the workers for all events, and at least once each semester, submit a list to the Business Manager for payment on the next payroll.

G. Staff Driver's Pay

\$15.00 per hour (15 passengers and under)

\$18.00 per hour (greater than 15 passengers)

The following index shall be used to determine the compensation for extracurricular duties:

Level A- \$245

Level B- \$185

Level C- \$170

Level D- \$60

Level E- \$30

Level F - \$25

Additional stipend for post-season competition: Coaches will receive an extra week's pay at the coach's current rate of pay for each week (more than 3 days) beyond the first level of post-season competition.

Coaches must start practice on the first allowable date determined by the NDHSAA to receive the level of pay for the number of weeks designated (deductions will be made accordingly).

*Only the Head and Assistant Coach of each sport along with the Athletic Director will receive \$600 per year for professional development. Coach must pay all professional development registration fees and will then be reimbursed upon submission of expense receipts and programs/agendas/itineraries. Only expenses (including travel) for scouting/tournament/meet fees if team is participating, and seminars will be considered professional development. Staff member must pay all seminar/registration fees and then will be reimbursed upon submission of expense receipts and programs agendas/itineraries. This has no cash value. The funds will be accessed by requisition that will require the approval of the Athletic Director and the Administration. The spouse and children of the coaches will be admitted free of charge to the athletic events in which their spouse is coaching.

Group assignment for extracurricular coaching:

Each year of applicable coaching experience will receive \$100 for this level

Level A (\$245 per week)

Athletic Director	18 weeks = \$4,410
Varsity Boys Basketball	14 weeks = \$3,430
Varsity Volleyball	13 weeks = \$3,185
Varsity Wrestling	14 weeks = \$3,430
Varsity Girls Basketball	14 weeks = \$3,430
Varsity Football	11 weeks = \$2,695
Varsity Track	12 weeks = \$2,940
Baseball	10 weeks = \$2,450
Golf (boys)	9 weeks = \$2,205
Golf (girls)	9 weeks = \$2,205
Cross Country	8 weeks = \$1,960

Level B (\$185 per week)

Each year of applicable coaching experience will receive \$75 for this level

Asst. Boys Basketball	14 weeks = \$2,590
Asst. Volleyball	13 weeks = \$2,405
Asst. Wrestling	14 weeks = \$2,590
Asst. Girls Basketball	14 weeks = \$2,590
Asst. Football	11 weeks = \$2,035
Asst. Track	12 weeks = \$2,220
Asst. Golf	9 weeks = \$1,710
Dance Coach-minimum of 4 performances	14 weeks = \$ 2,590

Level C (\$170 per week)

Each year of applicable coaching experience will receive \$50 for this level

Junior High Boys Basketball	9 weeks = \$1,530
Junior High Girls Basketball	9 weeks = \$1,530
Junior High Football	11 weeks = \$1,870
Junior High Wrestling	12 weeks = \$2,040
Junior High Volleyball	9 weeks = \$1,530
C Boys Basketball	12 weeks = \$2,040
C Girls Basketball	12 weeks = \$2,040
C Volleyball	12 weeks = \$2,040
Junior High Track	11 weeks = \$1,870
5/6 BBB (\$150 per week)	9 weeks = \$1,350
5/6 GBB (\$150 per week)	9 weeks = \$1,350
5/6 VB (\$150 per week)	9 weeks = \$1,350
P-6 Dance (\$150 per week)	9 weeks = \$1,350
Asst. BBB/GBB/VB (\$100 per week)	9 weeks = \$900

Level D (\$60 per week)

Each year of applicable coaching experience will receive \$25 for this level.

Coaching 2nd team without an assistant to include only Junior High teams \$60 per week as follows:

JH Boys Basketball	9 weeks = \$540
JH Girls Basketball	9 weeks = \$540
JH Volleyball	9 weeks = \$540
JH Football	11 weeks = \$660
All Cheerleading squads	25 weeks = \$1,500

Level E (\$35 per week)

Varsity cheerleading advisor if hired by sport.

Boys Basketball	13 weeks = \$455
Wrestling	14 weeks = \$490
Football	11 weeks = \$385

Level F (\$30 per week)

Non-varsity cheerleading advisor if hired by sport.

B and C Boys Basketball	12 weeks = \$325
Junior High Boys Basketball	12 weeks = \$325
Poster/Pep Club advisor	20 weeks = \$600

Level G

Weight Room/Gym Supervisor	12 weeks = \$2,350
Wellness coordinator	All Year \$ 250

Grievance Procedure

The Center-Stanton School Board, the Center-Stanton School Administrators, and the Center-Stanton Education Association do hereby agree that an effectively functioning grievance procedure contributes directly to improved professional relationships and thus the quality of professional service to the children of the Center-Stanton School District. The parties do hereby further agree that in every employment relationship grievances and dissatisfactions arise. Constructive suggestions can often go unheeded, and the Center-Stanton School system is no exception. A plan to assure the orderly presentation of suggestions, to resolve dissatisfactions, and readdress grievances of both supervisory and teaching personnel is an important part to the effective operation of the Center-Stanton Public School system.

Section I

A. Objectives:

- i. To ensure an opportunity for professional staff members and administrators to have unobstructed communication with one another and the School Board with respect to allege grievances with fear of reprisal.
- ii. To reduce the potential area of conflict between professional staff members, administrators, and school boards.
- iii. To encourage and assure the freedom of effective communications through recognized channels between professional staff members, administrators, and the school board.
- iv. To encourage the resolution of complaints as near the point of origin as possible.
- v. To contribute to the development of improved morale and effectiveness of the Center-Stanton professional staff through an increased understanding of the Center-Stanton School policies which affect them.

B. General Principles

- i. It shall be the firm policy of the Board to assure every professional employee the unobstructed use of the grievance procedure without fear of reprisal or without prejudice in any manner to his/her professional or employment status.
- ii. After an unsuccessful attempt at resolving the difference of a grievance situation at the lowest applicable administrative level, a professional employee may seek and use the assistance of a designated representative of the Professional Rights and Responsibilities Committee of the Center-Stanton Education Association in the presentation and/or appeal of any grievance. Upon notification of the PR & R Committee, such committee assistance may include, but not limited to, the direct representation of the professional employee at all steps of the grievance procedure. The PR & R Committee will begin its representation at the lowest applicable administrative level.
- iii. The failure of a professional employee to proceed to the next step of the grievance procedure within the time limits set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of any aggrieved at any step to communicate his decision to the professional employee or other employees with the specified time limits shall permit the employees to proceed to the next step. All time limits may be extended by mutual agreement in writing.
- iv. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall be held confidential. These records shall be kept in a locked file with public access allowed only by written agreement of the school superintendent and the PR & R Committee chairman.
- v. All resources of North Dakota Education Association and the National Education Association may be utilized by the local association or the individual during the grievance procedures.
- vi. School days for purposes of the grievance procedure shall mean teacher employment days. Grievances processed during the summer months will be under time limits as stated in this agreement, but school days shall mean calendar days excepting Saturdays, Sundays, and Holidays.
- vii. Any grievance which is not presented for disposition through the grievance procedure within 30 school days after knowledge of the occurrence which it is claimed gave rise to the grievance shall be void. In the event of extenuating circumstances, a written explanation of their nature shall accompany the notification of the PR & R Committee of the grievance and the written description of the grievance at the first formal

- level. No professional employee who cites extenuating circumstances as reason for not beginning the procedure within 30 days shall be unreasonable denied the use of this grievance procedure.
- viii. The Board acknowledges the right of the Association's grievance representatives to participate in the processing of a grievance at any level and no teacher is required to discuss any grievance if the Association's representative is not present.

Section II

A. Definitions

1. A **grievance** shall mean a complaint by a professional employee, or group of the same, that there has been a violation, misinterpretation, or misapplication of the terms and conditions of employment as contained in existing Stat laws, existing School Policy, or any matter negotiated under the Professional Negotiations agreement.
2. A **professional employee** is a licensed professional who is included in the CSEA Collective Bargaining Agreement.
3. The **aggrievor** is the subject of the grievance registered by the aggrieved.
4. The **aggrieved** is the professional who registers the grievance.

Section III

A. Procedure

Step 1 — Informal (Immediate supervisor):

A professional with a grievance shall generally first discuss the complaint with their principal or immediate supervisor by:

1. expressing their complaint directly to their principal or immediate supervisor, or
2. requesting the Association's representative express the complaint to their principal or immediate supervisor for them, or
3. appearing together with the Association's representative before their principal or immediate supervisor for the purpose of expressing said complaint.

Step 2 - B- Formal (PR&R Committee):

Any professional employee shall present a grievance to their aggrievor with the objective of resolving the matter formally. The employee may request the help of the PR&R Committee in presenting their grievance. Grievance report form is required beginning with Step #2.

In the event that the professional employee or association is not satisfied with the disposition of their grievance on Step 1, they shall file the grievance in writing with the PR&R Committee within five (5) school days after the decision at Step 1 or Step 2, for the purpose of review by the PR&R Committee. The Committee shall within five (5) school days make a judgment of the merits. If the committee decides either that the grievance lacks merit or that the decision at Step 1 or 2 is in the best interest of the educational system, it shall so notify the aggrieved. If the committee decides that in its opinion, the grievance has merit, a PR&R panel, with the aggrieved, shall present such grievance in writing to the aggrievor within five (5) school days thereafter. The aggrievor within five (5) school days shall give their response to the aggrieved in writing.

Step 3 — Superintendent:

If Step 2 is unsatisfactory, the aggrieved may within ten (10) school days, appeal an adverse decision, through the PR&R Committee, to the Superintendent. The appeal shall be in writing and shall set forth specifically the grievance asserted and its disposition at Steps 1 and 2. An employee may pursue a grievance the grievance process even though they have been informed that their grievance is without merit. They may use their own counsel or request the aid of the PR&R Committee in preparing their case if they wish. No professional organization other than the CSEA and/or its parent organizations (NDEA and NEA) may represent an aggrieved party under the procedure. Within ten (10) school days of receipt of said appeal, the Superintendent shall conduct a hearing. The aggrieved and a panel of the PR&R Committee shall be given at least five (5) school days notice of the hearing day and place. The aggrieved and their representative shall be relieved of their professional responsibilities, if necessary, without loss of salary for the purpose of attending the hearing.

Within five (5) school days after the hearing, the Superintendent shall inform the aggrieved of his decision and shall provide same with a brief statement in writing of the reasons for the decision.

Step 4 — Board

The aggrieved may, within ten (10) school days of receipt of notification of the disposition of their grievance under Step 3, request a hearing by the Board. The requirements with respect to procedure shall be the same as Step 3.

Within five (5) school days after the hearing, the Board shall inform the aggrieved of its decision and shall provide some with a statement in writing of the reasons for the decision.

Step 5 — Binding Arbitration:

The aggrieved may, within ten (10) school days of receipt of notification of the disposition of their grievance under Step 4, submit in writing to the Board and the PR&R Committee a declaration of their intention to seek binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. An arbitration panel shall be established. Such Panel shall be composed of one member appointed by the Board, one member appointed by the Association, and a third member who shall be elected by the Board appointed member and the Association appointed member. This third member of such Panel shall be from outside the school district and may be a recognized expert in a field related to the problem at hand, he/she may be any qualified and disinterested person.

They shall serve as chairman of the Panel Board. Any costs utilizing the service of such Panel are borne equally by the School District and the Association, excluding the cost of requested transcripts which shall be borne by the requester.

The arbitration panel will conduct hearing(s) and gather such facts as are germane to the issue(s). The Panel shall prepare facts, no later than thirty (30) days from the date of the hearing, its findings which shall be binding on both parties in resolving the grievance. The Association member will notify the aggrieved of the decision of the Panel within five (5) school days of receipt of findings.

Savings Clause:

Should any article, section, or clause of this 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 violated 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.

Reduction in Force

If there are proposed changes to the Reduction in Force policy the CSEA President must be notified two weeks prior to the meeting.

Integration clause

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 the terms and conditions may not be added to or modified without the consent of the parties, as evidenced by a written amendment attached and made a part of this agreement.

Signatures:

The Center-Stanton Education Association and the Center-Stanton School Board agree to the above items as negotiated pursuant to chapter 15.1-16 of the North Dakota Century Code. In compliance with the Petition for Recognition of the Appropriate Negotiating Unit accepted by the Center-Stanton School Board for 2025, be employed by the Board, except Superintendent and Principals.

Date: _____

Signed: _____ Board President

_____ Board Negotiation Team Member

_____ Board Negotiation Team Member

_____ Chief Negotiations Team

_____ Chief Negotiations Team

_____ Chief Negotiations Team