

Sawyer Public School District #16 & Sawyer Education Association

2025-2027

Professional Negotiated Agreement

PROFESSIONAL NEGOTIATED AGREEMENT

The Sawyer Board of Sawyer Public School District #16 and the Sawyer Education Association do hereby agree that the welfare of the children of the Sawyer Public School is paramount in the operation of the school and will be promoted by both parties. The parties do hereby agree as follows:

1. RECOGNITION

The School Board of Sawyer Public School District #16, hereinafter referred to as the Board, and the Sawyer Education Association recognize that teaching is a profession. The Board recognizes the Sawyer Education Association hereinafter referred to as the Association, as the exclusive representative of the certified personnel employed, or to be employed as classroom teachers.

The Association recognizes the Board as the elected representatives of the people of the Sawyer Public School District and as the employer of the certified personnel of Sawyer School District.

The purpose of this recognition is the mutual agreement that the parties will negotiate in good faith in accordance with provisions of the N.D.C.C., and will use professional, educational and statutory channels for appeal in the event of impasse.

2. PRINCIPLES

A. ATTAINING OBJECTIVES

Attainment of objectives of the educational program of the district requires mutual understanding and cooperation among the Board, the Superintendent, the administration, the staff, and the professional teaching personnel.

To this end, a 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.

B. PROFESSIONAL TEACHING PERSONNEL

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

C. TEACHER PARTICIPATION

The Board, or the Board and Superintendent, or designated representatives of the Board and/or administrative staff will meet with the representatives of the Association for the purpose of discussion and working toward a mutually satisfactory agreement on terms and conditions of employment and employer-employee relations. This agreement may include, but is not limited to, salary benefits, hours, and other terms and conditions of employment.

3. PROCEDURES

A. DRAFTING

Requests from the Association normally will be made directly to the Superintendent's office. Requests from the Superintendent or the Board will be made to the President of the Association. A mutually agreed upon meeting date shall be set and a meeting held within fifteen (15) days of the date of the request.

B. MEETINGS

Meetings composed of members of the Association Collaborative Bargaining Negotiation Committee, the Board Collaborative Bargaining Committee, and the Superintendent, shall be called upon the written request of any one of the parties involved, namely: The Association, The Board, and the Superintendent of Sawyer School. Requests for meetings should contain specific statements as to the reasons for requests.

C. EXCHANGE OF FACTS AND VIEWS

The Association Collaborative Bargaining Committee, the Board Collaborative Bargaining Committee, and the Superintendent of Sawyer School will exchange facts, opinions, proposals, and counter proposals freely during the meeting or meetings in an effort to negotiate in good faith to reach mutual understanding and agreement.

D. REQUESTS FOR ASSISTANCE

The participants may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. All participants have the right to utilize the services of consultants in the deliberations. When consultants are mutually called upon by respective committees, the expense shall be equally shared. If either committee calls upon a consultant for their exclusive use, the total expense shall be paid by that committee.

E. AGREEMENT

When the participants reach agreement, it will be reduced to writing, approved by both the Sawyer Education Association and the Sawyer School Board, signed by representatives of both parties, and become a part of the official minutes of the Board. Such agreement shall constitute a modification of the Articles of this Agreement, and provisions in the Agreement shall not discriminate against any member of the teaching staff because of membership or non-membership in any teachers' organization.

4. MEDIATION AND APPEAL

A. LOCAL MEDIATION

If a contract is not mutually agreed upon the provisions of the N.D.C.C., shall be followed.

B. STATE FACT FINDING

In case of an impasse the Association and Board shall follow the procedure as set up by the N.D.C.C.

5. ARTICLES OF AGREEMENT

A. CONFORMITY TO LAW-SAVING CLAUSE

Section 1. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law and any subsequent action shall be subject to appropriate consultation and negotiation with the Board and the Association.

Section 2. In the event that any provisions of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

B. AGREEMENT

The agreement of Professional Negotiations of the Association and Board shall apply to all teachers. The salary schedules for 2025-2026 and 2026-2027 are attached to this Agreement as Appendix 1A.

In the event that the salary stated on any teacher's individual contract is not in accordance with the salary schedule, attached as Appendix 1A, the salary stated in Appendix 1A that applies to the teacher shall be paid to the teacher.

Teachers will advance on the salary schedule horizontally if they have obtained eight (8) semester hours or more of graduate level work in their major or minor field.

Courses not in one's major and/or minor field, or in an approved program shall be acceptable as graduate level courses and will require the superintendent's approval. This shall include workshops. All incoming teachers and current staff shall receive full credit for courses already taken which meet these said requirements.

C. EXPERIENCE BROUGHT IN

A teacher may bring in 10 years of prior experience and be placed on the Sawyer Certified pay schedule accordingly.

D. EXTRACURRICULAR SCHEDULES

The extracurricular pay schedule for 2025-2027 is attached to this Agreement as Appendix 2.

E. INSURANCE ALLOWANCE

The Sawyer School District will pay an amount equal to 85% of a Single Group Health Plan for any teacher wishing to participate in the Group Health Plan. Faculty members with an F.T.E of 70% or more will receive the full amount allowed. Faculty members with a F.T.E. of less than 70% will be paid on their exact percentage of F.T.E. Faculty members not wishing to participate in the Group Health Plan will

receive the amount as a taxable cash option. Faculty members have the option of deducting additional amounts from their salary to be paid toward the balance of their policy through the school.

Amount to be determined per year.

F. RELEASE TIME

Release time will be granted at the discretion of the superintendent or appropriate principal upon the request of a teacher. No dockage in salary will result during a period of release time. For the purpose of this paragraph release time shall mean no more than two (2) hours per occurrence per teacher as agreed upon between the teacher and the superintendent, or appropriate principal.

G. PERSONAL LEAVE

Personal leave will be granted as follows:

Years of Consecutive Service at Sawyer School	Days of Personal Leave Earned Per Year	Accumulation Days Maximum
0-9	3	6
10+	4	7

Personal leave must be taken in a minimum of half day (1/2 day) increments. This leave must be approved by the superintendent or appropriate principal, at least 3 (three) days in advance, whenever possible, to allow time to secure a substitute. In case of multiple applications, the application with the most seniority will have first consideration. Any unused personal leave will be paid to the teacher at a rate of \$50.00 per day after the maximum has been accumulated, at the end of the school year. When leaving or retiring from the system, any accumulated personal leave will be paid to the teacher at the rate of \$50.00 per day.

H. SICK LEAVE

The sick leave policy of the Sawyer School allows each teacher twelve (12) days of sick leave each year cumulative to ninety (90) days. These days may be used for personal illness or to attend to ill family members to include spouse, child, parent, sibling, grandparent, grandchild, like in-law, or other permanent household members. When a teacher has missed work for five (5) consecutive days or more for illness he/she may be requested to present a doctor's certificate to the superintendent. Sick leave will be tracked by FTE (.14) for each school period, based on a 7-period day.

The Sick Leave Bank is available to all certified staff who accumulate sick leave as per Board policy and are contracted for at least 180 days. The purpose of the bank shall be for staff members' unexpected catastrophic illness and/or injury. Each member may invest one or more days as he/she sees fit.

1. Qualifications

Members may accept or reject participation to donate days at the signing of their yearly employment contract. Participation through donation may be a consideration when determining the Sick Leave Bank Day allocation. The Sick Leave Bank Day will be prorated for part time certified staff.

2. **Waiting Period**
Any staff member having used their total accumulated sick and personal leave may apply to use Sick Leave Bank days. Applications must be in writing and shall be given to the committee (see #3, below) for consideration. A medical doctor's certificate of illness shall accompany all applications for use of the Sick Bank.
3. **Sick Leave Committee**
The Sick Leave Committee shall consist of the SEA President and Vice President and two Administrators. The Sick Leave Committee shall supervise the use of the Bank, review all applications, accept or reject all applications, maintain proper balance, provide reasonable assurance that the Sick Leave Bank is not abused.
4. **Depleted Days**
Should the Bank become depleted of days, the staff has the option to donate additional days to members who have requested days from the Bank.

Any teacher, upon completion of their second full year in the Sawyer School system, shall at the time of leaving the system, receive (\$50.00) per day for unused accumulated sick leave. Any teacher who has been non-renewed for cause will not receive any accumulated sick leave pay upon leaving the Sawyer School District. If a teacher is released due to declining enrollment, or for any reason for which the teacher is not responsible, then he/she will receive accumulated sick leave pay. After ninety (90) days of sick leave have been accumulated an additional ten (10) days of reserve sick leave will be available if needed. The ten (10) days reserve sick leave is not included for payment of unused sick leave at the time of departure from the School District.

I. FUNERAL/BEREAVEMENT LEAVE

Absence with pay up to five (5) days per occurrence shall be allowed in the event of the death of a spouse, child, parent, sibling, grandparent, grandchild, like in-law, or permanent member of the immediate household. A teacher may request one day per occurrence, with pay, to be allowed for other close relatives, friends, or colleagues. Requests must be approved by the appropriate principal.

J. EMERGENCY LEAVE

One (1) day emergency leave annually may be granted each teacher. This leave must be approved by the superintendent or appropriate principal, and he/she must be given the sufficient notice to secure a substitute. In case of multiple applications, the application with the most seniority will have first consideration. This leave is not accumulative.

K. DUTY FREE LUNCH

The district shall provide duty free lunch periods for all certified teachers. When any certified teacher mutually agrees with administration to supervise in the cafeteria during lunch, they shall receive compensation for school lunch at the current cost.

L. PAYROLL

The School Board will issue semimonthly payroll payments, beginning in August of each school year. Wages shall be paid on the 15th and 30th of each month commencing on August 30th during years with duties beginning prior to August 25th and commencing on September 15th on all other years. Sawyer School will provide direct deposit to all employees.

M. CONTRACTS

The School Board and the Sawyer Education Association agree that all contracts shall be honored as written and that if circumstances alter the situation, both teacher and School Board shall be involved in the solution.

N. RELEASE FROM CONTRACT

Reference School Board Policy 4-19, revised June 2017.

O. TEACHER RETIREMENT DEFERMENT

The School District shall tax defer the Teacher's Retirement assessment under TFFR Model 2 (Partial) of the Employer Payment Plan. The School District will pay 3% of the employee's share.

P. ADDITIONAL CLASSROOM DUTY PAY

Elementary

Effective July 1st, 2025, should elementary teachers be required to teach in a departmentalized program, or combination classroom, they will be compensated per each additional elementary grade level not to exceed two grade levels total, at the rate of 1/7 of his/her current contract.

Secondary

Effective July 1st, 2025, newly hired secondary classroom teachers required to teach a secondary combination classroom will be compensated per each additional grade level or content area, not to exceed two total, at the rate of 1/14 of his/her current contract.

Teachers subbing for another teacher in elementary or secondary will be paid 1/7 of sub pay.

Q. PROFESSIONAL DEVELOPMENT FUND

"Continuing Education Development Fund" capped at \$200.00 per teacher per year is available to all licensed teaching staff employed by the Sawyer School District.

R. LENGTH OF AGREEMENT

This agreement, including the provisions of each Article, shall be effective as of July 1st, 2025, and shall continue in effect until June 30th, 2027, at which time this Contract shall automatically renew unless notification to the contrary is made by either Party at least one hundred sixty (160) days prior to the anniversary date of any year. If such notification occurs, this contract shall be renegotiated. Changes may be made at any time by mutual consent.

S. REOPENING CLAUSE

This agreement may be reopened by either party in event of a reduction, or increase, in state funding level or taxable valuation of the district.

T. GRIEVANCE PROCEDURE

Grievance procedure shall follow Board Policy DGA.

U. Whistleblower Procedure

Whistleblower Procedure shall follow Whistleblower Policy ACF

This negotiated agreement shall supersede all individual contracts. Policy of the Sawyer School District not discussed in this agreement shall be under control of the Board.

Dated this Day of

SAWYER EDUCATION ASSOCIATION

SAWYER SCHOOL BOARD

Jennifer Hayes, Association Member

Timothy Folden, Board President
Sawyer Public School District #16

25/26 Salary Schedule

YEARS/STEPS		BS	BS+8	BS+16	BS+24	BS+32	MS	MS+8	MS+16
0		43475	44225	44975	45725	46475	47225	47975	48725
1	750	44225	44975	45725	46475	47225	47975	48725	49475
2	750	44975	45725	46475	47225	47975	48725	49475	50225
3	750	45725	46475	47225	47975	48725	49475	50225	50975
4	750	46475	47225	47975	48725	49475	50225	50975	51725
5	750	47225	47975	48725	49475	50225	50975	51725	52475
6	750	47975	48725	49475	50225	50975	51725	52475	53225
7	750	48725	49475	50225	50975	51725	52475	53225	53975
8	750	49475	50225	50975	51725	52475	53225	53975	54725
9	750	50225	50975	51725	52475	53225	53975	54725	55475
10	750	50975	51725	52475	53225	53975	54725	55475	56225
11	750	51725	52475	53225	53975	54725	55475	56225	56975
12	750	52475	53225	53975	54725	55475	56225	56975	57725
13	750	53225	53975	54725	55475	56225	56975	57725	58475
14	750	53975	54725	55475	56225	56975	57725	58475	59225
15	750	54725	55475	56225	56975	57725	58475	59225	59975
16	750	55475	56225	56975	57725	58475	59225	59975	60725
17	750	56225	56975	57725	58475	59225	59975	60725	61475
18	750	56975	57725	58475	59225	59975	60725	61475	62225
19	750	57725	58475	59225	59975	60725	61475	62225	62975
20	750	58475	59225	59975	60725	61475	62225	62975	63725
21	750	59225	59975	60725	61475	62225	62975	63725	64475
22	750	59975	60725	61475	62225	62975	63725	64475	65225
23	750	60725	61475	62225	62975	63725	64475	65225	65975
24	750	61475	62225	62975	63725	64475	65225	65975	66725
25	750	62225	62975	63725	64475	65225	65975	66725	67475
26	750	62975	63725	64475	65225	65975	66725	67475	68225
27	750	63725	64475	65225	65975	66725	67475	68225	68975
28	750	64475	65225	65975	66725	67475	68225	68975	69725
29	750	65225	65975	66725	67475	68225	68975	69725	70475
30	750	65975	66725	67475	68225	68975	69725	70475	71225
31	750	66725	67475	68225	68975	69725	70475	71225	71975
32	750	67475	68225	68975	69725	70475	71225	71975	72725
33	750	68225	68975	69725	70475	71225	71975	72725	73475
34	750	68975	69725	70475	71225	71975	72725	73475	74225
35	750	69725	70475	71225	71975	72725	73475	74225	74975

26/27 Salary Schedule

YEARS/STEPS		BS	BS+8	BS+16	BS+24	BS+32	MS	MS+8	MS+16
0		44616	45366	46116	46866	47616	48366	49116	49866
1	750	45366	46116	46866	47616	48366	49116	49866	50616
2	750	46116	46866	47616	48366	49116	49866	50616	51366
3	750	46866	47616	48366	49116	49866	50616	51366	52116
4	750	47616	48366	49116	49866	50616	51366	52116	52866
5	750	48366	49116	49866	50616	51366	52116	52866	53616
6	750	49116	49866	50616	51366	52116	52866	53616	54366
7	750	49866	50616	51366	52116	52866	53616	54366	55116
8	750	50616	51366	52116	52866	53616	54366	55116	55866
9	750	51366	52116	52866	53616	54366	55116	55866	56616
10	750	52116	52866	53616	54366	55116	55866	56616	57366
11	750	52866	53616	54366	55116	55866	56616	57366	58116
12	750	53616	54366	55116	55866	56616	57366	58116	58866
13	750	54366	55116	55866	56616	57366	58116	58866	59616
14	750	55116	55866	56616	57366	58116	58866	59616	60366
15	750	55866	56616	57366	58116	58866	59616	60366	61116
16	750	56616	57366	58116	58866	59616	60366	61116	61866
17	750	57366	58116	58866	59616	60366	61116	61866	62616
18	750	58116	58866	59616	60366	61116	61866	62616	63366
19	750	58866	59616	60366	61116	61866	62616	63366	64116
20	750	59616	60366	61116	61866	62616	63366	64116	64866
21	750	60366	61116	61866	62616	63366	64116	64866	65616
22	750	61116	61866	62616	63366	64116	64866	65616	66366
23	750	61866	62616	63366	64116	64866	65616	66366	67116
24	750	62616	63366	64116	64866	65616	66366	67116	67866
25	750	63366	64116	64866	65616	66366	67116	67866	68616
26	750	64116	64866	65616	66366	67116	67866	68616	69366
27	750	64866	65616	66366	67116	67866	68616	69366	70116
28	750	65616	66366	67116	67866	68616	69366	70116	70866
29	750	66366	67116	67866	68616	69366	70116	70866	71616
30	750	67116	67866	68616	69366	70116	70866	71616	72366
31	750	67866	68616	69366	70116	70866	71616	72366	73116
32	750	68616	69366	70116	70866	71616	72366	73116	73866
33	750	69366	70116	70866	71616	72366	73116	73866	74616
34	750	70116	70866	71616	72366	73116	73866	74616	75366
35	750	70866	71616	72366	73116	73866	74616	75366	76116