

# **Surrey Public Schools**

## **Professional Negotiated Agreement**

For The School Term: 2025 – 2026

Surrey Public School  
District #41  
PO Box 40  
200 2<sup>nd</sup> St SE  
Surrey ND 58785  
Classroom Teachers and Surrey School Board

School Terms: 2025 – 2026

July 1, 2025

The School Board of the Surrey School District, hereinafter referred to as the Board, and the Surrey Classroom Teachers Association, hereinafter referred to as the Association, do hereby agree the welfare of the children of the Surrey School District is paramount in the operation of the school and will be promoted by both parties.

## ARTICLE I. NEGOTIATIONS

The Parties will negotiate in accordance with the statutory provisions of the North Dakota Century Code, as amended, and those provisions are further defined by North Dakota Supreme Court. The negotiation procedure to be used will be determined by the Parties prior to the first negotiation meeting.

## ARTICLE II. MAINTENANCE OF STANDARDS

All conditions of employment shall be maintained at the standard of the last negotiated contract, unless a change is mutually agreed upon by all parties.

## ARTICLE III. SALARIES

### A. Salary Schedule

The salary schedule for classroom teachers shall be as set forth in Schedule I of the Appendix, which is hereby incorporated by reference.

### B. Teacher Benefits

1. Teachers' Fund for Retirement - - Both sides of retirement is to be paid by the school district.

2. Disability Insurance - - A Group Disability policy for certified staff will be maintained and paid by the district.

3. Contracts for the master contract, the 2025-2026 school year, will be issued June 12, 2025.

### C. Health Insurance

The Board shall provide health insurance protection in the form of a group policy based on specifications mutually developed by the Parties.

### D. Cafeteria Plan

The school district establishes the following fringe benefit plan in a manner consistent with and to meet all requirements of Section 125 of the Internal Revenue Code. Any administrative charges for the establishment and maintenance of the Section 125 plan shall be paid by the District. The District shall provide each full-time teacher with a single (Classic Blue or similar) insurance plan from Blue Cross/Blue Shield.

The plan established should include the following features allowed by IRS Section 125:

1. Allows the employee to contribute through premium conversion any premium not provided by the district. These premiums can only be used to pay the premiums for the policy provided in Article III-B.
2. Allows the employee to use either school district or payroll deduction money to pay for dependent care as defined in Section 125 of the IRS code.
3. Allows the employee to use either school district or payroll deduction money as deposits to a Medical Spending Account as defined in Section 125 of the IRS code.

4. Teachers hired for the 2019-2020 school year and thereafter will receive a cash option of \$2,000 or a single Classic Blue or similar insurance plan from Blue Cross/Blue Shield. Teachers under contract in the 2018-2019 school year will be grandfathered in under the terms of the 2018-2019 contract. Those teachers will be eligible to receive \$13,000 or the current rate of a full single health insurance policy-which ever may be lower (Classic Blue or similar) Blue Cross/Blue Shield policy. This grandfathered policy will also cover any teacher who may take a sabbatical upon returning to teaching.

E. Activity Pay Schedule

The activity pay schedule shall be as set forth in Schedule II of the Appendix, which is hereby incorporated by reference. Activity pay schedule shall be calculated using the current years base salary.

1. Extra-curricular Schedule Program Additions

Students and staff are encouraged to develop after school programs of all varieties for the purpose of sharing various ideas and projects. If a program is student initiated, a staff member must be involved to advise the program. If a program desires to have a paid advisor, and to be placed on the Extracurricular Pay schedule, the following conditions must be met before approval is granted.

- a.) The advisor to the program will approach the teacher negotiators with the program name, time required, and the dates the program will run.
- b.) A minimum of thirty (30) hours of out of school contact time, and five (5) students in the program are needed for consideration to be a paid position.
- c.) The program must be approved by the collaborative bargaining team.
- d.) The collaborative bargaining team will determine placement of the program on the Extracurricular Pay index.
- e.) The classroom teacher's organization and the school board must separately approve of the program and the placement on the Extracurricular Pay index.
- f.) Upon satisfactory completion of the above listed steps, the program will be placed on the schedule.

F. Receipt of Wages

Teachers can receive payment on a 12-month basis. Teachers shall receive final settlement of all wages on June 30th. Wages shall be paid on the 15th and 30th of each month, commencing on August 30 during years with duties beginning prior to August 25, and commencing on September 15 all other years.

G. Horizontal Advancement

If additional graduate hours earned entitle a teacher to move horizontally on the salary schedule, the compensation in the contract shall be amended to reflect the additional salary if verification is made to the administrator prior to September 1st.

Graduate hours earned in advancing to the BS8, BS16, BS 24, BS 32, BS 40, and BS 48 semester hour lanes should be in teacher's major or minor field. Graduate hours to be used for horizontal advancement beyond the BS48 lane must be towards a graduate degree, from an institution accredited by a nationally recognized accreditation association and be in the teacher's major or minor field or other field approved by the administrator. Satisfactory verification of an approved program of study is required.

H. Vertical Advancement

In order to qualify for a full vertical step on the schedule, a teacher must have been employed as a full-time teacher for a minimum of 120 instructional days. All other teachers will be considered part-time and vertical advancement will be prorated.

I. Initial Placement

Teachers entering the system shall be allowed to bring in ten (10) years, which shall not be retroactive, prior classroom experience and be placed on the schedule accordingly. Horizontal placement shall be at the appropriate position. The aforementioned regulation applies to extra-curricular activities as well.

J. Part-Time Teachers

Part-time contracted teachers shall have their salary and benefits prorated in proportion to time employed. Part-time teachers not holding a teacher contract shall be considered as incidental and shall not be covered by this agreement.

## ARTICLE IV. LEAVE

A. Sick Leave

Sick leave at full salary shall be allowed when a teacher's absence from attendance and performance of duties is due to personal illness or disability. The Board may require certification from a qualified physician indicating such absence was due to illness or disability. The final determination as to eligibility for sick leave is reserved to the Board.

Sick leave shall be allowed for dental or doctor appointments, when appointments must be scheduled during regular school hours.

Teachers may use sick leave to attend to an ill or injured spouse, child, parent, or other permanent member of their household. Parents do not have to be members of the household.

Teachers shall be advanced ten (10) days of sick leave at the beginning of each school year, which may be accumulated to one hundred (100) days. Additional sick leave, without pay, beyond that accumulated may be allowed at the discretion of the superintendent.

When a teacher has been employed by the Surrey School System for fifteen years or more, and elects to leave the system, the system will compensate the teacher for a maximum of 100 accumulated sick days, at the rate of \$10.00 per day. When a teacher has been employed by the Surrey School System for ten years or more, and elects to retire from teaching, the system will compensate the teacher for a maximum of 100 accumulated sick days at the rate of \$50.00 per day. Should a teacher be employed part-time, as a teacher, after retiring, sick days will be carried over with payment for the accumulated days made when part time employment ends.

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', spouse's, child's, or parents' unexpected qualifying illness and/or injury. The sick leave will be tracked in a binder in the Business Manager's office that is available to staff upon request.

1. Qualifications

The Sick Leave Bank shall be available to all certified staff members. Members may accept or reject participation to donate days on the Sick Leave Bank form given with their yearly employment contract. The Sick 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 for consideration. Applications are available from the Business Manager and should be turned into the staff's supervising principal. A medical doctor's certificate of illness shall accompany all applications for use of the Sick Bank. Members may be granted up to sixty (60) days from the bank.

3. Sick Leave Committee

The Sick Leave Committee shall consist of the Superintendent, the staff's supervising principal, one Elementary Teacher and one Secondary Teacher. The Sick Leave Committee shall supervise the use of the Bank, review all applications, accept or reject all applications, maintain proper balance, and 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.

B. Personal Leave

1. Teachers with five (5) or less years in the system shall be allowed two (2) days of non-cumulative personal leave annually.
2. Teachers with six (6) through fourteen (14) years of service to the district shall be granted three (3) days of personal leave, accumulative to a maximum of five (5) days. Meaning that a teacher may begin the year with 5 banked days and 3 days for the new year for a total of 8 days.
3. Teachers with fifteen (15) or more years of service to the district shall be granted four (4) days of personal leave annually, accumulative to a maximum of seven (7) days. Meaning that a teacher may begin the year with 7 banked days and 4 days for the new year for a total of 11 days.
4. Application for personal leave must be filed with the respective principal at least forty-eight (48) hours in advance of the leave. Personal leave will not be allowed the first ten (10) or last ten (10) working days of the school term without approval from the appropriate administrator. The board will purchase unused personal leave at the current substitute teacher rate per day at the end of the regular school term for accumulated days above the maximums allowed. Personal leave shall not be granted when more than 10% of a given staff unit has previously been granted leave for the same time.

C. Funeral/Bereavement Leave

Absence with pay of up to six (6) days shall be allowed in event of the death of a spouse, child, parent, sibling, grandparent, grandchild, like in-law, aunt, uncle, nephew, niece, or permanent member of the immediate household. Two of the six (6) days may be allowed for other close relatives or friends with leave being deducted from sick leave. If needed, an additional four (4) days may be utilized and subtracted from accumulated sick leave for the death of a spouse or child. (If needed, additional time may be requested from the sick bank). Requests shall be approved by the respective principal.

D. Bonding Leave

Absence without pay or eligibility for other benefits for a period of up to 12 weeks shall be allowed a teacher at his/her request in event of natural childbirth, new foster placement, or adoption of a child not yet enrolled in regular classroom instruction.

E. Education Leave

Teachers having been employed in the Surrey Public School District for the past five (5) years may make application for a leave of absence of one (1) year in length in order to become a full-time student. Application shall be made in writing prior to April 1 of the school year preceding the leave and shall address all areas specified by the Board. Such leave shall be without pay or eligibility for other benefits and shall be granted at the sole discretion of the Board. Teachers granted educational leave shall notify the Board of their intentions to return or not to return by June 1 of the school year scheduled for return.

F. Professional Leave

Teachers may be granted professional leave with pay at full salary by the administrator for the purpose of attending professional activities related to an area of their assigned instructional responsibility. Such requests shall be made through the respective principal at least five (5) days prior to the activity.

G. Unpaid Leave

Unpaid leave may be allowed at the discretion of the administrator for reasons not previously addressed in Article III.

H. Legislative Leave

The Board will cooperate with jointly sponsored NDSBA, NDCEL, ND United and legislative activities by allowing release time as requested. Additional staff may participate at the discretion of the administration, however, responsibility for the payment of their substitute lies with the staff member.

I. Special Leave

In the case of a special circumstance, a teacher will be allowed to take leave with the permission of the superintendent. The teacher will receive full salary for the day, less the cost of the substitute teacher. Teacher may purchase one (1) day per year.

J. Leave in General

Computation of leave shall be in one-hour (1 hour) units. Approved leave shall not result in loss of seniority. Leave situations not covered in Article III shall be addressed by the Board with each individual case judged on its merits.

## ARTICLE V. GRIEVANCE

A. Definition

A grievance is a claim by a teacher that there has been a violation, misinterpretation, or misapplication of the terms of this contract. Any complaint arising from items, conditions, or events not covered by this contract are not grievable but will be addressed in accordance with board policy.

B. Procedure

1. An attempt shall be made to resolve the grievance in informal discussion between the grievant and immediate supervisor, normally the principal.
2. If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing with their immediate supervisor within twenty (20) school days of the occurrence of the event giving rise to the grievance. The immediate supervisor will hold a conference with the grievant within five (5) school days of the receipt of the grievance and shall deliver a decision in writing to the grievant within five (5) school days after the conference.

3. The grievant may appeal the decision of the immediate supervisor within five (5) school days by delivering a copy of the grievance to the superintendent. Within ten (10) school days after delivery the grievant and the superintendent shall meet to resolve the grievance. The superintendent shall make a decision and communicate it in writing to the grievant and the immediate supervisor within five (5) school days after the meeting.
4. The grievant may appeal the decision of the Superintendent within five (5) school days by delivery of a copy of the grievance to the Board. At the next regularly scheduled meeting of the Board, the Board shall meet with the grievant, the immediate supervisor, and the Superintendent. The Board shall make a decision, which shall be final, and communicate it in writing to the grievant and the Superintendent within ten (10) school days after the meeting.

C. Additional Provisions

1. No reprisal of any kind will be taken by the Board or Administration against any teacher because of participation in grievance procedures.
2. Should the investigation or processing of any grievance require a teacher be released from regular assigned duties, he/she shall be released without loss of pay or benefits.
3. All documents, communications, and records dealing with the processing of a grievance will not become a part of the personnel file of the participants.

**ARTICLE VI. ASSIGNMENTS**

A. Classroom Assignments

Teachers will be informed of tentative grade level and class assignments as soon as reasonably possible after a thorough study of the needs of the district can be made by the administration. It is to be understood that tentative assignments are just that, "tentative". Reasonable assignments shall be in the teacher's area of expertise unless the assignment is agreeable to both parties.

B. Non-Academic Duties

The principals shall be responsible for development of a duty roster for all non-academic duties not addressed by provisions of this contract. Attention should be given to being as fair and equitable as possible to all.

C. Curriculum Writing

Teachers serving on a committee-writing curriculum will be paid \$200.00 per person to a maximum of five people per curricular area. No more than two curricular areas will be addressed per fiscal year. School Improvement chairperson shall receive \$200.

D. 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 any opening in the district if they qualify for such openings. All openings shall be shared with the staff before being posted.

E. Involuntary Transfers

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 teacher. In the event that an involuntary transfer must be made notice of such transfer should be given as soon as practical. The transfer shall be made only after a meeting between the teacher involved and the appropriate supervisor at which time the teacher shall be notified of the reason for such transfer or reassignment. In the event the teacher objects to such a transfer he/she may at his/her option have an Association representative present. A teacher who has been involuntarily transferred or reassigned may have preference over those seeking voluntary transfers for any position that are vacant.

**ARTICLE VII. SCHOOL DAY**

5 Day school week- The school day for classroom teachers shall be from one-half (1/2) hour prior to the opening until one-half (1/2) hour after dismissal of regular classes. This schedule shall be modified in proportion to full-time equivalency for teachers employed for less than a normal day. All teachers shall be allowed a duty-free lunch period.

4 Day school week- The school day for classroom teachers shall be from 7:45 – 3:50 Monday – Thursday. 8:00 – 3:30 on enrichment days and PD days. This schedule shall be modified in proportion to full-time equivalency for teachers employed for less than a normal day. All teachers shall be allowed a duty-free lunch period.

**ARTICLE VIII. TEACHER WORK YEAR**

The scheduled employment year of teachers covered by the salary schedule shall begin at the opening of the school in the fall and terminate after the close of school in the spring, but in no event be more than 182 days for a 5-day school week or 164 days for a 4-day school week.

**ARTICLE IX. ADDITIONAL TRAINING REQUIREMENTS**

All teachers are required to meet the minimum requirements for additional training as required by the Department of Public Instruction. The teacher is to inform the Superintendent of additional credit hours and in-service clock hours earned within thirty (30) days after completion.

**ARTICLE X. COMPLAINTS**

No action shall be taken by a supervisor against a teacher nor shall any notice thereof be placed in a teachers personnel file upon a complaint communicated by a parent, student, patron, or another teacher until the complaint has been properly reported to the teacher.

**ARTICLE XI. MISCELLANEOUS PROVISIONS**

A. Effect of Contract

The Board and Association agree that the terms and conditions set forth in this Contract 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 and made part of this Contract.

B. Savings Clause

Should any article, section or clause of this Contract be declared illegal or void by a court of competent jurisdiction, said article, section or clause shall be automatically deleted from this Contract to the extent it violates or conflicts with the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Contract if not affected by the deleted article, section or clause.



C. Revenue Short Fall/Additional Funding

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

D. Individual Contracts

Individual contracts shall not be inconsistent with the terms and conditions of this Contract. The failure to perform or the resignation of any assignment will be considered as a violation or resignation of the entire contract.

E. Duration

The provisions of each Article attached hereto shall be effective as of July 1, 2024 and shall continue in effect until May 31, 2025 at which time this Contract shall automatically renew itself unless written notification to the contrary is made by either party at least sixty (60) days prior to the anniversary date of any year. If such notification occurs, the Contract shall be renegotiated. Changes may be made at any time by mutual consent.

F. Compliance with policies

Teacher agrees to comply with all policies of the School District, which policies shall be made readily available for review upon request by the teacher.

G. Ratification

IN WITNESS WHEREOF, signatures of the duly authorized representative of the Board and the Association indicate this Contract has been ratified by the Surrey School Board and the Surrey Classroom Teachers Association.

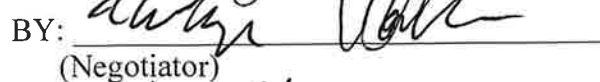
Amended: Dated this 13th day of August, 2025

SURREY PUBLIC SCHOOL DISTRICT #41

BY:  DAN TYLER  
(President)

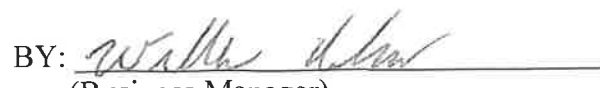
SURREY EDUCATION ASSOCIATION

BY:  (Negotiator)

BY:  (Negotiator)

BY:  (Negotiator)

ATTEST:

BY:  (Business Manager)