

# **DIRECTORS NEGOTIATED AGREEMENT**

**July 1, 2021 - June 30, 2023**



**Grand Forks School Board  
Grand Forks Directors' Association**

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## **PREAMBLE**

The School Board of Grand Forks Public School District #1 and the Grand Forks Directors' Association do hereby agree as follows:

## **ARTICLE I - WORKING RELATIONS AGREEMENT**

### **Definitions**

- A. The Grand Forks Director's Association shall be referred to as the ASSOCIATION.
- B. The School Board of Grand Forks Public School District #1 or its representative(s) shall be referred to as the BOARD.
- C. Directors represented by the Association in this Negotiated Agreement are defined as the:
  - Director of Athletics
  - Director of Buildings and Grounds
  - Executive Director of Career and Technical Education & Technology
  - Director of Child Nutrition
  - Director of Head Start
  - Director of Human Resources
  - Executive Director of Special Education
  - Assistant Director of Special Education

### **Scope of Negotiations**

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

### **Agreement**

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

### **Disagreement**

Under the terms of the 1969 Professional Negotiations Legislation (N.D.C.C. 15.1-16), certain legal procedures are established for the resolution of the impasse.

Upon agreement of both the ASSOCIATION and the BOARD, the advisory arbitration step provided below may be omitted and the formal impasse procedure (as described in N.D.C.C. 15.1-16) will be in effect.

In the event that the advisory arbitration step has not been implemented prior to the 45th calendar day after the first meeting of the ASSOCIATION and the BOARD, advisory arbitration shall be deemed waived and omitted. The advisory arbitration step may be implemented by unilateral declaration of either the ASSOCIATION or the BOARD at any time prior to the 45th calendar day after the first meeting of the negotiating units.

When implemented, the following advisory arbitration steps shall be followed:

In the event the teams cannot reach agreement upon matters under discussion, an Advisory Arbitration Panel shall be established as follows:

1. No later than the next regularly scheduled board meeting, and after the declaration of the need for arbitration, the BOARD shall select one arbitrator and the ASSOCIATION shall select one arbitrator.
2. These arbitrators shall in turn by mutual agreement select a third arbitrator to serve as chairperson of the Arbitration Panel.
3. The arbitrators shall promptly review those matters upon which tentative agreement has not been reached. As necessary the arbitrators may conduct hearings with the negotiating TEAMS, either separately or jointly or both.
4. The arbitrators shall issue their decisions no later than ten (10) calendar days from the date of closing of hearings, or, if the hearings have been waived, then within fifteen (15) calendar days from the date the chairperson has been selected.
5. The decision of the arbitrators shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted.
6. The decision of the arbitration panel shall be advisory to the negotiating TEAMS.
7. Costs and expenses which may be incurred in securing and utilizing the services of the third party arbitrator shall be shared equally between the BOARD and the ASSOCIATION; it being understood that the costs and expenses of the arbitrator selected by the BOARD, and the arbitrator selected by the ASSOCIATION, shall be the sole responsibility of the selecting party.

## **Equal Employment Statement**

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

## **ARTICLE II - SALARY**

### **Basic Salary - Regular School Year**

The salary level for the Directors will be determined by the Superintendent. In addition to the appropriate level as established by the Superintendent, the Directors will receive additional compensation as follows:

#### **Added Education Degree:**

Masters + 15	\$1,500	Specialist	\$3,600
Masters + 30	\$2,200	Doctorate	\$5,000
Masters + 45	\$2,900		

Various educational and professional advancements related to the Director's position will be recognized and additional compensation will be provided as determined appropriate by the Superintendent.

**GRAND FORKS DIRECTOR SALARY SCHEDULE  
2021-2022**

	<b>Director of Buildings &amp; Grounds</b> 260 days	<b>Director of Human Resources</b> 260 Days	<b>Director of Head Start</b> 230 Days	<b>Director of Child Nutrition</b> 260 Days	<b>Executive Director of Special Education</b> 260 Days	<b>Assistant Director of Special Education</b> 230 Days	<b>Director of Athletics</b> 240 Days	<b>Executive Director of Career &amp; Technical Education</b> 260 Days
Experience								
0	\$99,514	\$99,514	\$90,262	\$77,972	\$109,714	\$91,553	\$109,714	\$115,200
1	\$101,703	\$101,703	\$92,248	\$79,688	\$112,128	\$93,567	\$112,128	\$117,735
2	\$103,940	\$103,940	\$94,277	\$81,441	\$114,595	\$95,625	\$114,595	\$120,325
3	\$106,227	\$106,227	\$96,351	\$83,232	\$117,116	\$97,729	\$117,116	\$122,972
4	\$108,563	\$108,563	\$98,470	\$85,063	\$119,692	\$99,879	\$119,692	\$125,677
5	\$110,952	\$110,952	\$100,636	\$86,935	\$122,325	\$102,077	\$122,325	\$128,442
6	\$113,393	\$113,393	\$102,850	\$88,847	\$125,016	\$104,322	\$125,016	\$131,268
7	\$115,888	\$115,888	\$105,112	\$90,802	\$127,766	\$106,617	\$127,766	\$134,156
8	\$118,437	\$118,437	\$107,425	\$92,799	\$130,577	\$108,962	\$130,577	\$137,107
9	\$121,043	\$121,043	\$109,787	\$94,841	\$133,449	\$111,360	\$133,449	\$140,124
10	\$123,706	\$123,706	\$112,203	\$96,927	\$136,385	\$113,810	\$136,385	\$143,206
11	\$126,427	\$126,427	\$114,672	\$99,060	\$139,385	\$116,314	\$139,385	\$146,357
12	\$129,208	\$129,208	\$117,194	\$101,239	\$142,451	\$118,872	\$142,451	\$149,576
13	\$132,050	\$132,050	\$119,772	\$103,466	\$145,584	\$121,487	\$145,584	\$152,866

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13	\$132,050	\$132,050	\$119,772	\$103,466	\$145,584	\$121,487	\$145,584	\$152,866

## ARTICLE III - BENEFITS

1. **Health Insurance:** The District will provide the same contribution level and policy as provided to the teaching staff.
2. **Life Insurance:** The District will purchase \$50,000 of term life insurance for each Director. Each Director may purchase, at their own expense, an additional \$50,000. The total may be \$100,000.

**Sick Leave:** Directors will receive twenty (10) days of sick leave upon commencement of initial employment in the District. Accumulation of additional sick leave shall be as set forth in the Sick Leave Accumulation Chart below. Each year's accumulation will begin at the start of the contract year. Directors with less than six (6) years experience are participants in the income protection plan; however, a period without coverage would exist in those instances where "60 days of sick leave" had not yet been achieved. Upon becoming retirement eligible according to TFFR requirements or for those that are not TFFR eligible, then by Social Security standards and has been employed five (5) or more years cumulatively as an administrator/director, the director will be paid all of their unused sick leave at a rate of \$140 per day.

Sick Leave Accumulation Chart		
Previous Experience in the DISTRICT		
	Sick (includes family illness)	Extended Sick (must use 5 days of sick leave prior to extended leave)
0 Years	10 days	0 days
1 Year	10 days	10 days
2 Years	10 days	10 days plus days not used in previous year
3 Years	10 days	10 days plus days not used in previous year
4 Years	10 days	10 days plus days not used in previous year
5 Years	10 days	10 days plus days not used in previous year
6 Years	10 days	10 days plus days not used in previous year earning a maximum of 60 days

- 3.
4. **Family Illness Leave:** In case of illness of a member of the individual's immediate family, employee is able to utilize their sick leave accruals. The immediate family shall be defined as including spouse/partner, parents/step parents and grandparents of both, children/stepchildren, foster children, grandchildren, brother/step-brother, sister/step-sister.  
This illness provision may include a spouse/partner leave for the birth of a child. The individual must discuss this leave with their supervisor as soon as the need for the leave becomes apparent.

5. **Bereavement Leave:**

**A. Immediate Family**

Bereavement Leave, up to but not exceeding five (5) days, may be granted. Bereavement Leave may be used only in the event of death in the immediate family. The immediate family shall be defined to include spouse/partner, parents/step-parents and grandparents of both, children/step-children, son-in-law, daughter-in-law, grandchildren, brother/step-brother, sister/step-sister, brother-in-law, sister-in-law, aunts, uncles, nieces, nephews, foster children.

**B. Other Relatives and Close Friends**

In the event of the death of other relatives or close friends, up to one (1) day per year bereavement leave will be granted. This day may be used in ½-day increments.

6. **Income Protection Policy:** The District provides cumulative sick leave and an income protection policy as follows:

Directors who have been employed for six (6) years in the District will have sixty-five (65) consecutive working days (90 calendar days) of illness, at which time the income benefit plan takes effect.

The cost of this income protection insurance plan is provided by the District. Briefly, this protection provides two-thirds (2/3) of the Director's base salary when the Director is unable to work due to disability with the exception of the exclusions listed in the master policy. Subject to the approval of the Director's application, benefits begin ninety (90) consecutive calendar days or at the end of the Director's accrued sick leave, whichever is greater, after the first day of the Director's disability. The money benefit is integrated with other income benefits as outlined in the master policy.

From and after the expiration of nine (9) months from the date on which the income protection plan begins to provide compensation to an individual or upon the expiration of the current contract year, whichever is later, all other fringe benefits provided by the District shall terminate.

7. **Travel Allowance:** Each Director will be required to track and report their actual in-District business miles, which will be reimbursed at the same rate as is established for all state officials and employees.
8. **Professional Dues:** The District will contribute to Directors' dues for professional organizations, up to a maximum of \$1,000 for each Director. Additionally, Directors may use their Director Professional Travel account to cover additional professional membership dues if necessary.
9. **Social Security:** The District will contribute to the required percentage of the Director's salary to the maximum mandated by law to the Social Security contribution fund.
10. **Retirement:** The District will contribute 12.75% of the individual's salary as required by state law to the North Dakota Teachers' Fund for Retirement. The Board will contribute an additional 11.75% of the individual's salary to the North Dakota Teachers' Fund for Retirement on behalf of the individual through a salary reduction of that same amount.

For Directors who do not qualify for the teacher retirement fund, the District will contribute 12.75% of the individual's salary to an annuity account set up by the individual. The Board will also contribute an additional 11.75% of the individual's salary through salary deduction to the annuity account.

11. **Professional Leave:** The process for Directors to participate in the University of North Dakota Doctoral Cohort Program is found in the Administrative Manual.

**Requirements for Directors' Professional Development/Travel:** Directors shall attend appropriate professional meetings at local, area, state, and national levels whenever possible. The travel and subsistence expenses of said attendance are to be incurred by the District up to a maximum of \$1,500 per Director per year. Directors may bring their balance to the next fiscal year. The balance in a Director's account shall not exceed \$6,000. The Director shall continue professional development and participate in job-related learning experiences approved by the Director's supervisor. These dollars may also be used for job-related learning experiences and continuing education that is pre-approved by the director's supervisor.

## ARTICLE IV - WORK SCHEDULE

### Annual Work Schedule

Director contracts vary in length from 46-52 weeks. Annual work schedules for the next year will be provided for all Directors by their supervisor(s) no later than June 1.

The following days have been negotiated as paid days off for Directors.

Labor Day  
NDCEL Conference Days\*  
Veterans Day  
Thanksgiving Day  
Friday after Thanksgiving  
December 24  
Christmas Day  
New Years Day  
January 2 (if not a regular school day)  
Martin Luther King, Jr. Day (if not a district-wide assigned workday)  
Good Friday  
Easter Monday (if not a regular school day)  
Memorial Day (if not a regular school day)  
Independence Day (52 week contracted Directors)

All other legal holidays and parent/teacher conference trade days will be non-working days. If the holiday falls on Saturday, the preceding Friday shall be the holiday or if the holiday falls on Sunday, the Monday following shall be the holiday.

\*In the event that NDCEL days become school days or professional development days, the director's with less than 52 weeks, their contracted days are reduced at the end of the school year by two days.

In addition, Directors shall have access to days away from work by utilizing multiple options, which include:

1. **Personal Leave:** Directors with contracts of less than 52 weeks will be granted five (5) personal days per year. Up to two (2) unused personal days may be carried over into the next year. Personal days must be approved by the director's supervisor.
2. **Trade Days:** Directors may request trading up to four (4) days of scheduled work for day(s) not scheduled for work. Trade days must be approved by the director's supervisor.
  - EX: The Director is scheduled to work October 5 and desires to be part of a church group activity that day. The Director may request to be on leave October 5 in exchange for working on June 20, a day not scheduled for work on the Director's contract.
3. **Emergency Leave:** Directors may request Emergency Leave beyond regular personal days or trade days in the event of unusual or unique situations. Emergency Leave requests will be presented to the director's supervisor and superintendent for consideration. All other applicable leave must be used before Emergency Leave is granted.



4. **Vacation:** Directors with a 52-weeks contract will receive 22 paid vacation days per contract year. Up to five (5) days unused vacation may be carried over into the next contract year. Vacation must be approved by the Director's supervisor.
5. **Reinstatement of Leave:** If school is canceled on the same day as a leave that has been approved, the following leaves shall have their balances restored: Family Illness, Bereavement, Personal, Emergency, Sick, and Vacation.

## **ARTICLE V - MISCELLANEOUS PROVISIONS**

### **Effect of Agreement**

The Board and Association agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties and that said terms and conditions may not be altered, changed, added to, deleted from, or modified without the mutual consent of the parties in amendment, written and attached and made part of this Agreement.

### **Saving 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 violates 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.

### **Individual Contracts**

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

### **Amendments**

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

## **ARTICLE VI - DURATION**

The provisions of each Article attached hereto, except as otherwise specifically provided, shall be effective as of July 1, 2021 to June 30, 2023 at which time it 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 the Agreement. If such notification occurs, the Agreement shall be renegotiated. Changes may be made at any time by mutual consent.

**RATIFICATION**

IN WITNESS THEREOF, signatures of duly authorized representatives of the Association and the Board indicate that this Agreement has been ratified by the Grand Forks Directors' Association and the Grand Forks School Board.

Dated at Grand Forks, North Dakota this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_.

**GRAND FORKS SCHOOL BOARD**

**GRAND FORKS DIRECTORS' ASSOCIATION**

\_\_\_\_\_  
Jeff Manley

\_\_\_\_\_  
Eric Ripley

\_\_\_\_\_  
Eric Lunn

\_\_\_\_\_  
Tracey Johnson

\_\_\_\_\_  
Bill Palmiscno