

# New Public School District #8

Negotiated Agreement  
2016-2017



## **DAYS OF CONTRACT**

All salaries on the schedule are for a 182 day term. Contractual days shall be mandated by the North Dakota Century code #15.1-06-04.

## **COMBINED GRADES**

Teachers with full-day, combined grade level, self-contained classrooms will receive \$1,500.00 in addition to their annual negotiated salary.

## **PAY SCHEDULE**

Teachers will be paid on a 12 month basis according to state law. Payday shall be on the 20<sup>th</sup> of each month. All teachers will be paid via direct deposit.

## **SUBSTITUTE TEACHERS**

Building administration will be responsible for finding substitute teachers for all teacher absences including sick leave, personal days and professional leave.

## **SICK LEAVE**

An annual sick leave of ten (10) days per year is allowed, without deduction in pay, cumulative to 95 days.

Sick leave days are when the teacher or a member of the immediate family is ill. Immediate family includes Teacher, Spouse, Teacher's Children, Teacher's Spouse's Children, Mother, Father, and Mother and Father-in-law.

Absence because of illness, disability, pregnancy, or adoption shall be granted sick leave. This leave shall be requested through the Building Administrator or appointed designate.

An administrator may request a medical statement at any time after five (5) consecutive days of absence. Illness or disability that is in excess of accumulated sick leave or eligible sick bank days shall be without pay.

An "Overage Clause" shall be added to Sick Leave whereby staff who do not belong to the Sick Bank, upon accumulation of 95 sick days, can cash in annual overage for 15% per day of their daily base pay. Members of the Sick Bank, who have accumulated Sick Leave days to 95, will contribute their excess days to the Sick Bank. Once the Sick Bank is full at 200 days, teachers who have accumulated 95 Sick Leave days can cash in annual overage for 15% per day of their daily base pay.

## **SICK BANK**

A sick bank shall be available to teachers of New Public School District #8 who qualify for accumulated sick leave. The purpose of the bank shall be to compensate teachers in the event their regular accumulated sick leave days are exhausted due to unexpected and catastrophic illness and/or injury. Each participating teacher shall invest two (2) sick leave days in the bank by September 1, (pro-rated for part-time employees). Whenever

the balance falls below 100 days, each member shall be assessed sufficient days to restore a minimum of 100 days.

Those members of the Sick Bank that have accumulated sick leave days to 95 will contribute their excess days to the Sick Bank. The Sick Bank days will be limited to 200 days. (2001)

- A. Qualifications: The offer to join the Sick Bank is a one-time offer. Current teachers shall accept or reject the Sick Bank offer by September 1. Thereafter the Sick Bank shall be available to teachers only upon their initial employment.
- B. Application: Any teacher having used their total accumulative sick leave may apply to the Sick Bank Committee for consideration to draw on the Sick Bank. Application must be in writing and shall be given to the Sick Bank Committee for consideration.
- C. Committee:
  - 1. The purpose of the Sick Bank Committee shall be to serve the use of the Bank, review all applications, accept or reject the applications, maintain proper balance and provide reasonable assurance that the Sick Bank is not abused.
  - 2. The Sick Bank Committee shall consist of two (2) teachers, one board member and one Administrator. If a decision is not reached, a fact finding committee will be formed consisting of a School Board member, a teacher (chosen by the majority vote of the teachers) and another person selected by the first two. The decision of this committee shall be binding on all parties.
  - 3. The initial committee member's terms shall be staggered over a two year period with each member serving one or two year terms. Thereafter new committee members shall serve two year terms.
  - 4. Replacement members shall be appointed by their respective group.
- D. Limitations:
  - 1. Any participating member of the Sick Bank, upon approval of the Sick Bank Committee, may draw from the Sick Bank up to 45 days for a given disability. These need not be consecutive days. Upon return to work, if another non-related disability should occur, the Bank will again be available for an additional 45 days.
  - 2. Sick Bank days may be used for maternity related situations only if there are complications as verified by a medical doctor.
  - 3. Any participating members of the Sick Bank may withdraw from the Bank at the end of a school year by giving written notice to the Sick Bank Committee. Once a member withdraws from the Bank, they are no longer eligible to rejoin the bank.
- E. Accounting:
  - 1. Record keeping and accounting procedures will be maintained by the School District in the central office.

- F. Each time days are withdrawn from the Sick Bank all Sick Bank members receive written notification of the decision within ten (10) days. Notification shall include the following:
1. The person who used the Sick Bank.
  2. The reason or reasons for accepting the application and the number of days granted.
  3. The number of days remaining in the Sick Bank.

## **EMERGENCY LEAVE**

Five days of non-accumulative emergency leave will be allowed annually. These days may be used in the following circumstances. For purposes of this section only – immediate family member is defined as spouses, grandparents, parents, brothers/sisters, children, grandchildren. This does not include aunts, uncles, cousins, nieces/nephews etc.

Bereavement – for the death of an immediate family member.

Weather Related – for out of town weather related emergencies, this leave is subject to approval by the Superintendent. A maximum of 2 days per year can be used.

Emergency Illness – for illness of a family member not already defined under sick leave. This leave can be used for care requiring diagnosis and/or treatment within a 48 hour period from the onset.

Other Bereavement – for attendance at a funeral for someone not defined as an immediate family member. A maximum of 2 days per year can be used.

## **PERSONAL LEAVE**

New Public School District #8 will grant three days of personal leave to teachers annually, cumulative to 5 days. If 5 days are used in one year, the next year begins with 3 days.

A Building Administrator may deny Personal Leave if deemed to cause a negative impact on instruction, education or the efficient running of the building.

Application for personal leave must be filed with the Building Administrator or appointed designate at least (3) full days in advance of contemplated leave on forms provided by the District.

Unless waived by the Administrator or appointed designate, personal leave will not be granted for the following days:

1. The first 5 days of the school term.
2. The last 5 days of the school term.
3. Before or after teacher's convention
4. Before or after a school holiday and/or school vacation. School holidays or school vacation days are defined as those listed on the school calendar.

At the end of each school year, unused accumulated personal leave in excess of two days will be transferred to accumulated sick leave.

**PROFESSIONAL LEAVE**

In addition to District requested training and/or leave, teachers may be granted up to three (3) days of professional leave per year.

Professional leave is reserved for professional development/training that will benefit both the employee and District. Therefore, on the District required forms, the employee will be required to justify how the proposed training aids in pursuing individual school and/or district goals.

A Professional Leave Committee will be organized and comprised of: three (3) teachers - one from each building - as appointed by the union and three (3) representatives appointed by the Superintendent. The Superintendent will designate the committee chair.

This committee will collaborate regularly as needed. Requests will be submitted on the district-required forms to the committee chair. Upon submittal of the completed forms, the committee will have up to 10 business days to determine approval or denial of the requested leave. All decisions must be unanimous for approval. The committee may reject requests with suggestions for changes and allow request to be resubmitted. If the committee has not rendered a decision within 10 days, the Superintendent will make the decision.

Upon completion of the approved professional leave/training, employees for whom professional leave was granted will be expected to provide professional development/training for staff as determined by the District.

**INSURANCE**

The District will pay 100% of the BCBS premium increase for the 2016-2017 medical insurance plan.

Premium Breakdown:

	<u>Employer Rate</u>	<u>Employee Rate</u>	<u>Total Rate</u>
Single	\$503.65	\$142.85	\$646.50
Single Plus	\$862.00	\$274.90	\$1,136.90
Family	\$1,275.00	\$404.40	\$1,679.40

The insurance plan shall begin October 1 of each year and continue until September 30 for all teachers under continuing contract or for those teachers who resign or are terminated after the end of the school year. Coverage shall be terminated on the last day of the month containing the last teaching day of any teacher whose employment has ceased prior to the end of the school year.

If a change in medical insurance coverage is being considered, an insurance committee shall be established to evaluate the plan being considered. The committee shall have

four (4) New Public School District #8 teachers selected by the New Public School District #8 Contracted Teachers, and four (4) persons selected by the New Public School District #8 Board. The committee shall present a written report to the School Board.

### **MAXIMUM NUMBER OF TEACHING EXPERIENCE YEARS**

Teachers will be allowed not more than thirteen (13) years of teaching experience to bring into the system for purposes of placement on the salary schedule. Teachers who are allowed to bring in years of teaching experience shall be placed on the step according to their years of teaching experience, (i.e. teachers with ten years' experience will be placed on step ten). This will not be retroactive to previously hired teachers. For purposes of placement on the salary schedule, should an incoming teacher's experience end with a fraction, those that end with ½ year or more shall be rounded up.

### **LUNCH SUPERVISION**

All teachers will be provided a 35 minute uninterrupted lunch time per day, except in the case of unforeseen circumstances.

### **REDUCTION IN FORCE**

The School Board shall have the sole right to determine the necessity for and scope of a reduction-in-force for reasons including, but not limited to, lack of funds, uncertainty of funds, declining enrollment, or other reasons of necessity. This determination shall not be arbitrary or capricious.

If a decision is made to reduce the teaching staff, any teacher affected thereby shall be given such notice as required by law NDCC 15.1-15.

The selection of the teacher(s) to be non-renewed because of reduction-in-force shall be made in accordance with the following criteria:

- ✓ Attrition, including retirements and resignations, shall be relied on to the extent possible.
- ✓ When attrition is not sufficient to alleviate the necessity for reduction-in-force, then the policy of this district shall be to retain those teachers with the greatest adaptability, (i.e. adaptability to include past experience and teacher evaluations, subjects taught, variety of grade levels, etc.) to meet the present and future staffing and educational needs of the district.
- ✓ When two teachers within the same area of certification are deemed to be of equal adaptability to meet the present and future staffing needs of the district, than the teacher with the superior academic and professional preparation, beyond minimum certification requirements in his or her teaching field, shall be retained. Consideration shall be given to the teacher who is willing to continue education training to meet the present and/or future needs of the district as determined by the School Board.
- ✓ Written notification of positions created to fulfill future education needs and/or accreditation needs of the district will be given to each member of the teaching staff.

- ✓ When two teachers within the same area of certification have equal adaptability and equal academic and professional preparation than the teacher who has contributed more to the school district in terms of teaching programs, committee work, and extracurricular activities shall be retained.
- ✓ When two teachers are deemed to be of equal adaptability and have equal academic and professional preparation within their teaching fields, and are deemed to have contributed equally to the school district in terms of teaching programs, committee work, and extracurricular activities, than the teacher who has taught in this district for the greater period of the time shall be retained.

### **RE-EMPLOYMENT RIGHTS**

Any teacher who is non-renewed under the provisions of this policy may request and shall be given consideration. Consideration meaning:

1. Notification of such teaching vacancy.
2. Formal interview for which said teacher is qualified and which occur within two years after receipt of written notice of the nonrenewal decision.

It shall be the sole responsibility of said teacher to provide the district with a current address. Any teacher who is offered re-employment here under and fails to accept the same within fifteen (15) days after it is offered shall be deemed to have rejected said offer.

Any person returned to service will be placed on the benefit schedule they held when terminated, or where additional training and experience will justify.

### **GRIEVANCE PROCEDURE**

The New Public School District #8 Board, the New Public School District #8 Administration, and the New Public School District Contracted Teachers 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 New Public School District #8.

The parties do hereby further agree that in every employment relationship grievances and dissatisfaction arise. A plan to assure the orderly presentation of suggestions, to resolve dissatisfactions and redress grievances of both supervisory and teaching personnel is an important part of the effective operation of the New Public School District #8 system. The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to grievance. Both parties agree that these proceeding shall be kept as informal and confidential as may be appropriate at any level of the procedure.

OBJECTIVES: The broad objectives of the grievance procedure for New Public School District #8 shall be:

- A. To insure an opportunity for professional staff members and administrators to have unobstructed communication with one another and the School Board with respect to alleged grievance without fear of reprisal.

- B. To reduce the potential area of conflict between professional staff members, administrators and School Board.
- C. To encourage and assure the freedom of effective communication through recognized channels between professional staff members and School Board.
- D. To encourage the resolution of complaints as near the point of origin as possible.
- E. To contribute to the development of improved moral and effectiveness of the New Public School District #8 professional staff through an increased understanding of the New Public School District #8 policies.

Grievance shall mean a complaint by a certified teacher holding a teaching position; including the librarian of New Public School District #8, or group of the same, that there has been a violation based upon an event or condition about which an employee feels dissatisfaction and must be directly related to the terms of the employee's individual contract with the School District, existing school policies, terms of the negotiated agreement, or administrative policy or decision.

PROCEDURES: Since it is important that grievances be processed as quickly as possible, the number of days indicated at each level should be kept at a minimum and every effort should be made to expedite the process. The time limit specified may be adjusted by mutual agreement.

### GRIEVANCE STEPS

#### Level One

A grievance shall be first discussed with the Administrator or appointed designate with the intent of resolving the matter informally. If the matter is not resolved informally, the grievant may present a formal written grievance to the Administrator or appointed designate. The Administrator or appointed designate shall within five (5) working days hold a conference with the grievant and work in good faith to seek an equitable solution. Following the conference the Administrator or appointed designate shall tender a written response within five (5) working days to the grievant.

#### Level Two

If the grievance is not satisfactorily resolved at Level One within ten (10) working days the grievant may submit the written grievance to the Grievance Committee. This committee shall consist of two (2) Board members and the Administrator or appointed designate, and shall hold a conference with the grievant within ten (10) working days. The committee shall communicate within five (5) working days a written decision to the grievant.

#### Level Three

If the grievance is not satisfactorily resolved at Level Two within ten (10) working days the grievant may request arbitration. The arbitration panel shall be composed of one Board member, one teacher (as voted on by a majority of teachers), and a third member who shall be selected by the first two. The decision



of the panel shall be binding on all parties. Cost of the arbitration shall be born equally by both parties.

**RIGHTS AND REPRESENTATION:** No reprisals of any kind shall be taken by either party or by any member thereof against a party of interest, or any other participant in the grievance procedure by reason of such participation. Any party of interest may be represented at all stages of the procedure a person(s) of his/her choosing.

**MISCELLANEOUS:** All documents, communications, and records dealing with the processing of a grievance shall not be put in the personnel file of the participants.

Should an employee or a contracted teacher be required by the employer's scheduling to be absent from his/her regular assignment for the execution of this grievance procedure, he/she shall be released without loss of pay or benefits.

All written communications required herein shall be delivered personally or by mail to last known address. Proof of certified mailing is sufficient to show attempt to deliver, even if recipient will not sign for the mailing.

A grievance shall not be valid for consideration unless the grievance is submitted in writing to the building principal setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the event giving rise to the grievance occurred. Failure to file any grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the certified teaching personnel and the building principal or his/her designee.

#### **DURATION CLAUSE**

The provisions of this agreement will be effective as of July 1, 2016 and will continue and remain in full force and effect until June 30, 2017. Said agreement will automatically be renewed and continue in full force and effect for additional periods of one year unless either the Board or the Contracted Teachers give written notice to the other, not later than sixty (60) days prior to the expiration date, or any anniversary thereof, of its desire to reopen this agreement and to negotiate over the terms of successor agreements.

In the event negotiations for the succeeding year have not been completed by the anniversary date, all clauses contained in the prior contract shall be automatically renewed unless they are subject to the then current negotiations and modified during the negotiation process. Items agreed after the anniversary date shall be retroactive to the beginning of the contract year unless their content makes this impossible. The Board and the Contracted Teachers may mutually agree to reopen negotiations at any time or any 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 a successor Agreement must take place at request of either party providing proper notice is given.

**NDTFFR MODEL**

Teachers agree to accept Model 2 as presented by the North Dakota Teachers' Retirement Fund for tax sheltering retirement payments.

**SALARY SCHEDULE**

See salary schedule on the last page.

**CONTRIBUTION TO TFFR**

In lieu of salary, the Board will assume 11.75% of the teacher's contribution to the Teacher's Fund for Retirement. The 11.75% is exempt from Federal Income Tax under 15.35.1-09 (.2) of the NDCC.

**SAVING CLAUSE**

With notification of both parties involved; should any article, 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.

**CREDIT HOURS**

To qualify for lanes beyond the B.A. or M.A., the hours must be graduate hours in the field of the teaching assignment. Other courses, including general education courses, may be approved for credit by the Superintendent. Prior approval from the Superintendent shall be obtained. Credit hours must be earned prior to the first day of school to qualify for a contract change for that school year. Notification of credit earned and an official transcript must be submitted to the Business Manager fifteen (15) business days prior to the first payday.

If a dispute arises in this area, a committee of two (2) teachers (as chosen by a majority vote of the teachers), one (1) Board member and one (1) Administrator shall convene to resolve the matter. If a decision is not reached a fact finding committee will be formed consisting of a School Board member, a teacher (chosen by the majority vote of the teachers) and another person selected by the first two. The decision of this committee shall be binding on all parties.

**PART TIME BENEFITS**

Teachers under contract to teach less than full time, for a full school term, shall be allowed 10 pro-rated days of sick leave, 5 pro-rated days of emergency leave, 3 pro-rated days of personal leave and pro-rated medical insurance.

**PAY DEDUCTIONS**

For any absence from work, not specifically covered by this Agreement, pay deductions may be at the full daily rate. Final decisions shall be made by the Superintendent or appointed designate.

**FLEXIBLE COMPENSATION PROGRAM**

New Public School District #8 shall establish a Flexible Compensation Program for the purpose of allowing employees to tax shelter eligible qualified payroll deduction.

**TUITION CLAUSE**

The District will reimburse certified teachers up to \$300 per year for expenses related to a graduate class (or classes) taken in the field of teaching assignment. These expenses can include tuition, fees, credits, license renewal, transcript fees or graduate class materials. A receipt and an unofficial/official transcript will be given directly to the Business Manager, to be paid within fifteen (15) business days of Board approval. (8/2010) Any request made for tuition reimbursement after July 15 will be considered to be a request for reimbursement for the ensuing fiscal year.

**SUB PAY**

Teachers who sub for others in sick leave or emergency leave situations, upon approval of the Administrator or appointed designate, shall be compensated by being paid sub pay.

There should also be an attempt to find a sub for Music, Library and Counseling. If a sub cannot be found and a teacher has to keep their class during their prep time, teachers will be compensated for their prep time at a pro-rated sub pay.

  
\_\_\_\_\_  
Board President

5/9/2016  
\_\_\_\_\_  
Date Ratified

  
\_\_\_\_\_  
Union Representative

5/25/2016  
\_\_\_\_\_  
Date

16-17 Salary Schedule

STEP	0	8	16	24	32	40	48	56	Master's	MA+16	MA+24
1	\$ 44,750	\$ 45,800	\$ 46,850	\$ 47,900	\$ 48,950	\$ 50,000	\$ 51,050	\$ 52,100	\$ 53,250	\$ 54,400	\$ 55,550
2	\$ 45,750	\$ 46,800	\$ 47,850	\$ 48,900	\$ 49,950	\$ 51,000	\$ 52,050	\$ 53,100	\$ 54,350	\$ 55,500	\$ 56,650
3	\$ 46,750	\$ 47,800	\$ 48,850	\$ 49,900	\$ 50,950	\$ 52,000	\$ 53,050	\$ 54,100	\$ 55,450	\$ 56,600	\$ 57,750
4	\$ 47,750	\$ 48,800	\$ 49,850	\$ 50,900	\$ 51,950	\$ 53,000	\$ 54,050	\$ 55,100	\$ 56,550	\$ 57,700	\$ 58,850
5	\$ 48,750	\$ 49,800	\$ 50,850	\$ 51,900	\$ 52,950	\$ 54,000	\$ 55,050	\$ 56,100	\$ 57,650	\$ 58,800	\$ 59,950
6	\$ 49,750	\$ 50,800	\$ 51,850	\$ 52,900	\$ 53,950	\$ 55,000	\$ 56,050	\$ 57,100	\$ 58,750	\$ 59,900	\$ 61,050
7	\$ 50,750	\$ 51,800	\$ 52,850	\$ 53,900	\$ 54,950	\$ 56,000	\$ 57,050	\$ 58,100	\$ 59,850	\$ 61,000	\$ 62,150
8	\$ 51,750	\$ 52,800	\$ 53,850	\$ 54,900	\$ 55,950	\$ 57,000	\$ 58,050	\$ 59,100	\$ 60,950	\$ 62,100	\$ 63,250
9		\$ 53,800	\$ 54,850	\$ 55,900	\$ 56,950	\$ 58,000	\$ 59,050	\$ 60,100	\$ 62,050	\$ 63,200	\$ 64,350
10		\$ 54,800	\$ 55,850	\$ 56,900	\$ 57,950	\$ 59,000	\$ 60,050	\$ 61,100	\$ 63,150	\$ 64,300	\$ 65,450
11		\$ 55,800	\$ 56,850	\$ 57,900	\$ 58,950	\$ 60,000	\$ 61,050	\$ 62,100	\$ 64,250	\$ 65,400	\$ 66,550
12			\$ 57,850	\$ 58,900	\$ 59,950	\$ 61,000	\$ 62,050	\$ 63,100	\$ 65,350	\$ 66,500	\$ 67,650
13			\$ 58,850	\$ 59,900	\$ 60,950	\$ 62,000	\$ 63,050	\$ 64,100	\$ 66,450	\$ 67,600	\$ 68,750
14			\$ 59,850	\$ 60,900	\$ 61,950	\$ 63,000	\$ 64,050	\$ 65,100	\$ 67,550	\$ 68,700	\$ 69,850
15			\$ 60,850	\$ 61,900	\$ 62,950	\$ 64,000	\$ 65,050	\$ 66,100	\$ 68,650	\$ 69,800	\$ 70,950
16				\$ 62,900	\$ 63,950	\$ 65,000	\$ 66,050	\$ 67,100	\$ 69,750	\$ 70,900	\$ 72,050
17				\$ 63,900	\$ 64,950	\$ 66,000	\$ 67,050	\$ 68,100	\$ 70,850	\$ 72,000	\$ 73,150
18				\$ 64,900	\$ 65,950	\$ 67,000	\$ 68,050	\$ 69,100	\$ 71,950	\$ 73,100	\$ 74,250
19				\$ 65,900	\$ 66,950	\$ 68,000	\$ 69,050	\$ 70,100	\$ 73,050	\$ 74,200	\$ 75,350
20				\$ 66,900	\$ 67,950	\$ 69,000	\$ 70,050	\$ 71,100	\$ 74,150	\$ 75,300	\$ 76,450
21				\$ 67,900	\$ 68,950	\$ 70,000	\$ 71,050	\$ 72,100	\$ 75,250	\$ 76,400	\$ 77,550
22				\$ 68,900	\$ 69,950	\$ 71,000	\$ 72,050	\$ 73,100	\$ 76,350	\$ 77,500	\$ 78,650
23						\$ 72,000	\$ 73,050	\$ 74,100	\$ 77,450	\$ 78,600	\$ 79,750
24						\$ 73,000	\$ 74,050	\$ 75,100	\$ 78,550	\$ 79,700	\$ 80,850
25						\$ 74,000	\$ 75,050	\$ 76,100	\$ 79,650	\$ 80,800	\$ 81,950