

**New England Public School District #9  
Professional Negotiations Agreement**

Master Contract  
2015 – 2016

This agreement was ratified by the teacher's of the New England Public School on.  
May 8, 2015

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

For the teachers

This agreement was ratified by the New England School Board on  
May 8, 2015

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

For the Board

## Duration Clause

This agreement shall be effective on July 1, 2015 and shall automatically be renewed and will continue in force for additional periods of one year unless either party gives notice to the other parties no later than February 1<sup>st</sup>, of its desire to reopen certain provisions of this agreement and/or to seek additions and/or deletions to this agreement, and to negotiate over.

# Grievance Procedure

**Purpose:** The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to grievances that may arise. Both parties agree that these proceedings shall be kept informal and confidential during levels one and two.

**Definition of Grievance:** Any disagreement regarding the interpretation or administration of a specific provision of the Master Contract.

**Procedure:** As every effort should be made to expedite this process, a time limit will be specified. By mutual agreement, time considerations may be waived and meeting set at an earlier or later date.

**Entry Level of Grievance:** Initial entry level of any grievance shall be at the same level the initial grieved decision was made.

**Time Clause:** A valid grievance must be brought to the Initial Entry Level of this procedure within five (5) working days after facts upon which grievance is based first occurred or first became known.

## **Grievance Steps:**

**Level One:** A grievance shall first be discussed with the principal as may be appropriate with the intent of resolving the matter informally. If the grievance is unresolved, a written statement on the grievance form must be submitted to the principal. The principal has five (5) working days to respond to the grievance in writing.

**Level Two:** If the grievance is not satisfactorily resolved at Level One, within five (5) working days the grievant may submit a written grievance form to the Office of the Superintendent. The Superintendent shall schedule a conference relative to such grievance within ten (10) working days. Within five (5) working days of the meeting, the Superintendent shall communicate in writing a decision.

**Level Three:** If the grievance is not satisfactorily resolved at Level Two, within five (5) working days the grievant may submit the written grievance form to the School Board. The Board shall schedule a conference relative to such grievance within fifteen (15) working days. Within five (5) working days the Board shall communicate a written decision.

**Rights and Responsibilities:** No reprisals of any kind shall be taken by either party. Any party of interest may be represented at all stages of this procedure. All written communications shall be served personally.

**Miscellaneous:** All documents, communications, and records dealing with the process of grievance shall be filed separately from the personnel file of the participants. Should an employee be required by the employers scheduling to be absent from his regular assignment for the execution of this grievance procedure, he shall be released without loss of pay or benefits.

**1. Salary Schedule:**

Minimum salary for teachers employed by the New England Public School District on a nine-month basis is BS \$39,000.00

Newly hired teachers will be paid no more than a similarly educated and experienced teacher on staff except for areas of critical need as determined by the board.

**New Hires**

Minimum salary for teachers employed by the New England Public School District on a nine-month basis is shown below:

BS	BS +8	BS +16	BS +24	BS +36	MA/BS +48	MA +12/BS +60	MA+24
\$39,000.00	\$40,500.00	\$42,000.00	\$43,500.00	\$45,000.00	\$46,500.00	\$48,000.00	\$49,500.00

Any teacher hired into the system may at the discretion of the board, be granted previous years of teaching experience from another system, a limit of ten (10) years. For each year of experience granted, a newly hired teacher will receive \$600.00, subject to the condition that said teacher’s total curricular salary shall not exceed the total curricular salary to be paid to a returning teacher with the same number of years of teaching experience and on the same education lane.

**Returning Teachers**

Returning teachers shall come in at the current rate of pay from the individual’s previous school year contract and receive the guaranteed annual increase. The dollar amount for changing lanes will be \$1,500.00.

**Guaranteed Annual Increase**

New England Public School District shall provide contracted full-time teachers with 1.5% annual increase of the teacher’s salary and each part-time contracted teacher will receive the proportional amount. Additional teacher’s salary compensation, if any, will be applied equally to all lanes, as negotiated, to the teacher’s salary compensation package and each part-time contracted teacher will receive the proportional amount.

\*\*\*A teacher who is employed by the New England Public School District can apply for a position the New England Public School District is trying to fill, as long as the salary does not exceed their current negotiated salary.

**Tier Reimbursement for Base Pay Increase**

When the base pay is increased, teachers will receive a percentage of the amount of the increase according to their tier.

TIER	Years of Service	% of Base Increase
Pre-Tier	1 to 5 years	15%
Tier I	6 to 10 years	30%
Tier II	11 to 17 years	55%
Tier III	18 to 24 years	80%
Tier IV	25+ years	105%

- A. Compensation for co-curricular assignments will be paid on a percentage basis. The assigned percentage will be multiplied by the base salary of the district in the given school year except for areas of critical need as determined by the board. An experience increment will be given in addition to the base pay for any assignment. Any person hired into the system to fill a co-curricular advisors position may at the discretion of the board, be granted previous years of experience from another system, a limit of ten (10) years. See set schedule for percentages and experience increment schedule.
- B. Positions excluded from the salary schedule:
  - 1. Superintendent
  - 2. Secondary principal
  - 3. Elementary Principal
  - 4. Athletic Director
- C. Interpretation of individual cases rests solely with the administration.
- D. No increment increases will be awarded to any contracted certified degreed personnel who have not earned at least four semesters of graduate or undergraduate credit within a five-year period.
- E. The hours that can be used for changing lanes must be earned in the teacher's major field, minor field or teaching areas that have been assigned outside of the major or minor field. All hours, including other related hours, must be approved by the administration in order to receive credit for advancement. Any approved 16 semester hours up to the first 24 semester hours on the salary schedule may be undergraduate hours. In the extreme case where additional credit hours to be taken are at the request of the staff member and superintendent, and approved by the superintendent and school board, they may be undergraduate hours even though the staff member may in fact have 24 or more total hours beyond his/her BS degree.
- F. Teachers who have moved from one educational category to a higher one must produce evidence to the administration by the second week of school in order for salary adjustments to be made.

**2. Negotiated Benefits:**

- A. The School District agrees to participate with the certified-teaching staff in Section 125 of the IRS Tax Code as allowable by law. Also for those certified-teaching employees who choose a full-family health, single with dependent or single insurance option within this plan, the district will make a \$9,250.00 per year per contract contribution per FTE toward Section 125 Any remaining benefit balance will be paid out monthly as a cash option payment.
- B. The School District shall make appropriate payments to the Social Security and Teacher Retirement Funds, and carry liability for its employees. This shall be done in accordance with the North Dakota Century Code.
- C. Tax sheltered annuities shall be available to teachers requesting them.

**3. Leave Policies:**

- A. **Sick Leave** – Full time teachers in the New England Public School District will receive ten (10) sick leave per year cumulative to 104 days. Part-time teachers will receive a pro-rated number of these sick days. . One day of non-cumulative sick leave may be allowed for a funeral of someone other than immediate family. The school district shall buy back a portion of the unused sick leave days of an individual teacher. At no time may an individual teacher sell more than the number of sick days granted during a contract year or sell a number of days which would reduce the accumulated sick days to less than 30 days. Intent by the teacher to sell these days to the district must be made in writing to the Superintendent by May 15<sup>th</sup> of the contract year. If the May 15<sup>th</sup> deadline is not met, the teacher will automatically receive payment for the maximum number of sick days allowed under the terms of this policy. Payment will be made on the basis of 50% of a substitute's daily pay per day for returning teachers and will be included with the final check for all non-returning teachers

**Personal Leave** – Full-time teachers in the New England Public School District will receive two days personal leave per year and a part time teacher will receive a pro-rated number of these personal days accumulative to twelve (12) days. Teacher's wishing to sell days will be paid the same rate a substitute teacher receives. Intent to sell or accumulate must be made in writing to the Superintendent by May 15<sup>th</sup> of the contract year. If May 15<sup>th</sup> deadline is not met, the teacher will automatically receive payment for the number of days that would allow him/her to receive at least two (2) personal days at the beginning of the next contract year. Payment will be made on June 15<sup>th</sup> for all returning teachers. Teachers have the option of using three additional personal days per school year, with the teacher reimbursing the school district for the cost of a substitute teacher. These three personal days may not be carried over to the following school year. The superintendent is to be notified 24 hours in advance of this the day following a vacation without administrator approval.

- B. **Extra Personal Leave** – Teachers have the option of using three additional personal days per school year, with the teacher reimbursing the school district for the cost of a substitute teacher. These three personal days may not be

carried over to the following school year. The superintendent is to be notified twenty-four hours in advance of this the day following a vacation without administrator approval.

- C. **Emergency Leave** – Teachers in the New England Public School District will receive four days emergency leave (non-accumulative) at the discretion of the administrator. After the fourth day the teacher forfeits full pay unless excused by the School Board.
- D. **Professional Leave** – Teachers should be granted adequate time to attend workshops, in-service training sessions and other meeting to enhance their professional growth. Advance approval from the administration shall be obtained, to attend such gathering. The granting or denial of professional leave shall be determined by the superintendent at his/her sole discretion.
- E. **Leave of Absence** – Leaves of absence may be granted by the school board, at their discretion, upon request. Individual requests must be submitted to the administration in advance. All days granted will be non-paid days. Benefits and allowances will not accumulate for leaves which exceed twenty (20) school days. Teachers on leaves of absence shall be entitled to:
  - 1. Return of the same position which they held immediately prior to commencing the leave of absence or to a position of comparable responsibility or remuneration.
  - 2. Remain in the school district's dental and health insurance groups through self-payment to the school district at the rate of the monthly premiums.
- F. **Sabbatical Leave** – Leave of absence for educational training may be granted to teachers under the following conditions:
  - 1. A teacher requesting sabbatical leave must have a minimum of five (5) years experience within the New England Public School System.
  - 2. Eligible teachers must apply to the Superintendent of Schools by February 15th. All leave requests will be subject to final approval by the school board.
  - 3. Sabbatical leaves shall be for a school (academic) year.
  - 4. Teachers granted a sabbatical leave will be assured of an equitable position in the New England Public School System at the conclusion of the leave. Equitable shall be defined as the same subject area in grades 7-12 and a position in grades K-6.
  - 5. Teachers on a sabbatical leave are eligible to remain in the school district's dental and health insurance groups through self-payment to the school at the rate of the monthly premiums.
  - 6. Teachers who have been granted sabbatical leave must submit written acceptance of the same to the superintendent on or before May 15th. Written acceptance will imply no teaching position at the school for the sabbatical year granted.

**4. Tickets at home games:**

The teacher or teachers assigned to take tickets at a home event shall receive:

\$15.00 per assignment if only one game is played;

\$17.00 per assignment if two games are played;

\$20.00 per assignment if three games are played;

Games played refer to basketball and volleyball; all other activities are considered \$15.00.

**5. Additional Teaching Assignments:**

- A. If a teacher is asked to give up his/her preparation period or noon time, they will be compensated in the following manner: Current sub pay divided by 7 will be the pay per period or 55 minutes; current sub pay divided by 14 will be the pay for half a period or 30 minutes.

**This does not include the regular rotating noon – duty for secondary teachers**

- B. All elementary staff teaching a combined grade will receive extra compensation of \$2,750.00 to be pro-rated at 1/182 of the salary schedule if the class is eliminated. Payment to be made at the end of the school year.

**6. Planning Period:**

Secondary teachers will have a minimum of one free period a day or the equivalent of. In the event a teacher gives up said period, the teacher will be compensated at a prorated salary.

**7. Travel:**

Approved school or instructional travel shall be reimbursed at a minimum of the state rate.

Co-Curricular Salary Schedule  
New England Public School

Salary paid for co-curricular activities shall be that percentage figure assigned multiplied by the district base salary.

<u>FFA Advisor</u>	<u>10</u>
<u>Music</u>	<u>10</u>
<u>Jr. Class Advisor/Prom</u>	<u>7</u>
<u>Annual</u>	<u>5</u>
<u>Technology Coordinator</u>	<u>5</u>
<u>National Honor Society</u>	<u>2</u>
<u>Math Counts</u>	<u>2</u>
<u>Math Meet</u>	<u>2</u>

A person remaining in the activity the following year will get an experience increment as follows:

- \$55.00 for an activity that pays 7% or more
- \$45.00 for an activity that pays 5% - 6%
- \$40.00 for an activity that pays 4% or less