

**NEWBURG UNITED SCHOOL DISTRICT #54
MASTER CONTRACT**

2018-2019

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DEFINITIONS

Agreement - The agreement shall be all the terms, provisions, and articles agreed upon by the Newburg United School District and the Newburg United Education Association.

Association - The association shall be the Newburg United Education Association, the North Dakota United, and the National Education Association.

Board - The board shall be the elected members representing the Newburg United School District #54.

Grievance - Grievance means a claim that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement.

Grievant - Grievant means an employee or employees filing a grievance. In addition, the Association may file a grievance.

Combination Classroom - When two or more elementary grades are combined, for 600 minutes or more of a school week for teaching language arts, mathematics, science, health or social studies. Combining grades for music, phy-ed, or art instruction does not constitute a combined classroom.

I. - A. LEAVE

Each teacher employed by the Newburg United School District shall be advanced ten (10) days sick leave at the beginning of each school year which may be accumulated to ninety (90) days. Additional sick leave, without pay, beyond that accumulated may be allowed at the discretion of the superintendent.

Leave is at full salary for personal illness or disability or maternity, personal medical appointments, and illness or disability in the immediate family. Immediate family is defined as children, parents, siblings, grandchildren, grandparents, spouse, and like relatives of the spouse. This leave shall be deducted from sick leave.

Upon teacher's termination or retirement, the teacher will receive \$35.00 per day for each unused accumulated sick day, not to exceed \$2,000.00. All other teachers leaving the employment of the Newburg United School District shall receive \$20.00 per day for each unused accumulated sick day, not to exceed \$1,000.00.

A written account of sick leave shall be given to each teacher by September 15 of the current year.

Bereavement Leave - See School Board Policy

Sick Leave Bank - See School Board Policy

2. Personal Leave

Each teacher employed by the Newburg United School District shall be granted three (3) days of personal leave per year, which may be accumulated to five (5) days.

Reason for use of personal days will not have to be given. Teacher should give advance notification of three to five days. Personal leave can be used to extend a vacation to two (2) additional days but only one (1) teacher at a time.

Any unused personal days will be reimbursed as per North Dakota Labor Law at the end of the school year.

Written account of remaining personal days shall be given to each teacher by September 15 of the current year.

Extra personal days may be granted to a teacher upon the approval of the administration.

3. Professional Leave

Teachers employed by the Newburg United School District shall be granted professional leave with pay 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.

4. Other Leave

A teacher called to appear for jury duty shall not lose compensation or leave time for the performance of such obligation.

Other leave (paid or unpaid) may be allowed at the discretion of the administrator for reasons not previously addressed in I. - A. Leave.

I. - B. TEACHER RIGHTS

Assignments

Teachers will be informed of tentative assignments as soon as reasonably possible after a thorough study of the needs of the district can be made by the administration.

Principals shall be responsible for development of a duty roster for all nonacademic duties not addressed by provisions of this contract.

2. Secondary (7-12) teachers shall not be required to teach more than six (6) class assignments. However, in the event a teacher is asked to teach a 7th class the compensation will be negotiated by the Superintendent and the teacher.

3. A study hall shall be considered a class assignment.

4. All secondary (7-12) teachers will be allowed to have at least one 45-55 minute period of preparation time during the student school day.

5. Elementary teachers will be given a minimum of 150 minutes preparation time per student week. This excludes lunch and recess times.

Complaints

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

I. - C. ASSOCIATION RIGHTS

1. Right to Meet

The association shall have the right to use the school building to conduct their regular meetings. Teachers will be allowed to meet one day per month at any time after the dismissal of classes.

2. Right to Recommend

The association shall have the right to make recommendations regarding establishing a school calendar for the ensuing school term.

I. - D. REDUCTION-IN-FORCE POLICY

The reduction-in-force policy will be placed in the Newburg United School Board Policy.

The board agrees that the RIF policy that is currently in effect will not be changed during the duration of this agreement.

I. - E. GRIEVANCE PROCEDURE

Purpose

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

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 may file the grievance in writing with his immediate supervisor. The immediate supervisor will hold a conference with the grievant within seven (7) working days of the receipt of the grievance and shall deliver a decision in writing to the grievant within seven (7) days after the conference.
3. The grievant may appeal the decision of the immediate supervisor with ten (10) working days by delivering a copy of the grievance to the superintendent. Within seven (7) working days after delivery the grievant and 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 seven (7) working days after the meeting.
4. The grievant may appeal the decision of the superintendent within ten (10) working 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 and communicate it in writing to the grievant and the superintendent within seven (7) working days after the meeting.
5. The grievant may appeal the decision of the Board within ten (10) working days by submitting the grievance to the Association and request submission to arbitration. The association will submit the grievance to a local arbitration process within fourteen (14) working days or return it to the grievant who may submit the grievance. The process will operate as follows: The Board shall name one representative and the Association shall name another within seven (7) days of submission for arbitration. A third member, who shall be the chairperson, shall be named by the named representatives. These representatives shall not be a district elected official or an employee of the school district. The arbitration panel shall render a decision within ten (10) days of second members selection which will be binding on all parties. Cost of arbitration shall be borne equally by both parties.

6. Any party of interest may be represented at all stages of this procedure by a person(s) of his/her choosing. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views, and in all cases where it is present, the Association shall be further entitled to receive a copy of any written decisions rendered by the employer.

7. If, in the judgment of the Association, a grievance affects a group of employees, it may submit such grievance to commence at Step 3.

8. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

I. F. MISCELLANEOUS ITEMS

1. Deduction of Professional Dues

The North Dakota United (NDU) dues will be deducted if requested in writing by the faculty member to the Business Manager of the Newburg United School District.

2. Length of Teaching Day

The length of the teaching day shall be from 1/2 hour before the beginning of the first period until 1/2 hour after the last period of the day.

Teachers will not be required to stay until 1/2 hour after the last period on early out days, such as storm days, days before a vacation, teachers convention, or days of early out as declared by the superintendent.

3. Teacher's Lounge

The teachers of the Newburg United School District will be provided with a workroom/lounge which will be separate from the regular classroom.

4. Compliance of Individual Contract

Any individual contracts must be in compliance with the Master Contract. If any discrepancies occur, the Master Contract will supersede the individual contract.

5. Printing and Distribution of the Agreement:

Copies of this agreement shall be printed at the expense of the Board after agreement with the Association on format, within ten (10) working days after the agreement is signed. The agreement shall be distributed to all certificated employees currently employed, hereafter employed or considered for employment.

6. School Board Agenda

NUEA will receive an agenda for all Newburg United School Board meetings at least one day prior to the meeting. In the event of a special meeting, an agenda will be provided as soon as possible prior to the meeting.

I. - G. PROFESSIONAL GROWTH

All teachers, including those holding life certificates, are required to meet the minimum requirements for professional growth as required by the Dept. of Public Instruction. The records of professional growth shall be maintained by the District Office. It shall be the responsibility of each teacher to report both in-service and academic credits to the superintendent as soon as possible.

I. - H. SAVINGS CLAUSE

If any one item in this contract is found to be in violation of North Dakota Law, only that aspect of the contract shall be void.

II. - A. SUBSTITUTE TEACHING

1. After twenty (20) consecutive days in the same position, a substitute teacher, who is qualified in the content area shall be placed on the regular salary schedule according to the number of years experience.
2. Teachers under contract should not be expected to fill in for absent teachers during their preparation period. The district shall pay the sum of \$10.00 per class for any district teacher who substitutes in other classes during his/her normal prep time. A substitute teacher shall be hired if possible in the absence of any teacher.

II. - B. TEACHERS' INSURANCE AND FRINGE BENEFITS

1. The Newburg United School District agrees to pay its statutory share and the first 11.75% of the teacher's statutory share of TFFR.
2. Beginning with the 2018-2019 school year, the Newburg United School District shall pay, for each full-time teacher, *the lesser of:*
 - a. The actual cost of a qualified health plan; or
 - b. The first \$9,000 of the actual cost of a qualified health plan.

The benefit provided for in this section will be proportionately reduced for any teacher employed less than full-time.

For the purposes of this section, "qualified health plan" means a BlueCare 90 500.

3. If a faculty member chooses not to use the above stated Health Insurance Benefits, the district will allow him or her to apply \$3,500 of employer contribution toward individual products from Aflac, dental, vision or medical spending and/or dependent care spending account with Discovery Benefits. Due to IRS regulations, the maximum benefit the employer can contribute to medical spending and dependent care spending accounts is \$500 unless the employee matches dollar for dollar.

4. Teachers shall be provided a premium conversion program to be used for paying excess insurance premium responsibilities.

A. A Section 125 Plan will be available to all eligible employees with enrollment fee and the monthly processing fee paid by the school district.

5. Upon agreement of both parties, NUEA and the Newburg United School Board may make changes in the fringe benefit package in order to comply with State Law.

II. - C. MILEAGE

1. The district will pay mileage equal to the state mileage that is paid by the State of North Dakota to its employees using their own vehicle for trips that are involved in school business, school activities, and scouting. Mileage bill must have prior approval of the superintendent of the school district.

II. - D. EXTENDED CONTRACT

1. All teachers employed under an extended contract will have their salary increased by 1/182nd of their current salary for each day contract is beyond the regular school term.

II. - E. LIQUIDATING DAMAGES CLAUSE

Once a contract is signed, it is assumed that a teacher will not breach or request a release during the term of the contract. It is mutually acknowledged that termination of a contract by a teacher prior to its completion results in damages to the school. While it is extremely difficult to calculate the actual cost incurred to the District as a result of a release from or breach of contract, the Newburg United Public School District established the following liquidated damages for board- approved release from contract and for breaches of contract.

Time of Release

Date contract for upcoming school year signed through June 14	\$500.00
June 15 through June 30	\$1000.00
July 1 through July 31.....	\$1500.00
August 1 through term of active contract.....	\$2500.00

Teachers who have signed a contract and who are submitting a letter of resignation requesting to be released from that contract should staple a check for damages to their letter of resignation.

The Board has the right to deny a requested release of contract or to waive damages at its discretion. If the request is denied or damages waived, the teacher will be given back the check stapled to the resignation letter.

II. - F. SALARY

1. Teachers in the Newburg United School District will be paid according to the attached salary schedule for the 2018-19 school year.

2. Teachers will be paid on the 15th and on the last day of the month. If either of these days falls on a weekend or during the vacation, payday will be the last teaching day prior to this.

3. This section applies to a teacher teaching combination elementary classrooms:

a) A teacher teaching in a combination classroom as defined on page 1, shall be paid an additional:

\$950.00.....600 - 1200 minutes per week
\$1,600.00.....1201 - 1800 minutes per week

4. Part-time teachers' salary and benefits should be prorated in proportion to time employed.

5. A teacher cannot move more than one (1) step down in any given year should there be an increase in the number of steps to the salary schedule.

2018-2019 Newburg United Salary Schedule

Base Salary: 35,600

Increment: 550

Yrs. Of Exp.	BS	BS +8	BS +16	BS +24	BS + 32	MS	MS + 8
0	35,600	\$36,150	\$36,700	\$37,250	\$37,800	\$38,350	\$38,900
1	\$36,150	\$36,700	\$37,250	\$37,800	\$38,350	\$38,900	\$39,450
2	\$36,700	\$37,250	\$37,800	\$38,350	\$38,900	\$39,450	\$40,000
3	\$37,250	\$37,800	\$38,350	\$38,900	\$39,450	\$40,000	\$40,550
4	\$37,800	\$38,350	\$38,900	\$39,450	\$40,000	\$40,550	\$41,100
5	\$38,350	\$38,900	\$39,450	\$40,000	\$40,550	\$41,100	\$41,650
6	\$38,900	\$39,450	\$40,000	\$40,550	\$41,100	\$41,650	\$42,200
7	\$39,450	\$40,000	\$40,550	\$41,100	\$41,650	\$42,200	\$42,750
8	\$40,000	\$40,550	\$41,100	\$41,650	\$42,200	\$42,750	\$43,300
9	\$40,550	\$41,100	\$41,650	\$42,200	\$42,750	\$43,300	\$43,850
10	\$41,100	\$41,650	\$42,200	\$42,750	\$43,300	\$43,850	\$44,400
11	\$41,650	\$42,200	\$42,750	\$43,300	\$43,850	\$44,400	\$44,950
12	\$42,200	\$42,750	\$43,300	\$43,850	\$44,400	\$44,950	\$45,500
13	\$42,750	\$43,300	\$43,850	\$44,400	\$44,950	\$45,500	\$46,050
14		\$43,850	\$44,400	\$44,950	\$45,500	\$46,050	\$46,600
15		\$44,400	\$44,950	\$45,500	\$46,050	\$46,600	\$47,150
16		\$44,950	\$45,500	\$46,050	\$46,600	\$47,150	\$47,700
17			\$46,050	\$46,600	\$47,150	\$47,700	\$48,250
18			\$46,600	\$47,150	\$47,700	\$48,250	\$48,800
19			\$47,150	\$47,700	\$48,250	\$48,800	\$49,350
20				\$48,250	\$48,800	\$49,350	\$49,900
21				\$48,800	\$49,350	\$49,900	\$50,450
22				\$49,350	\$49,900	\$50,450	\$51,000
23				\$49,900	\$50,450	\$51,000	\$51,550
24					\$51,000	\$51,550	\$52,100
25					\$51,550	\$52,100	\$52,650
26					\$52,100	\$52,650	\$53,200
27					\$52,650	\$53,200	\$53,750
28					\$53,200	\$53,750	\$54,300

2018-2019 Salary Schedule for TFFR Reporting Purposes Only
(not part of the master contract - for informational purposes only)

Yrs. Exp.	BS	BS +8	BS +16	BS +24	BS + 32	MS	MS + 8
0	40,340	40,963	41,586	42,210	42,833	43,456	44,079
1	40,963	41,586	42,210	42,833	43,456	44,079	44,703
2	41,586	42,210	42,833	43,456	44,079	44,703	45,326
3	42,210	42,833	43,456	44,079	44,703	45,326	45,949
4	42,833	43,456	44,079	44,703	45,326	45,949	46,572
5	43,456	44,079	44,703	45,326	45,949	46,572	47,195
6	44,079	44,703	45,326	45,949	46,572	47,195	47,819
7	44,703	45,326	45,949	46,572	47,195	47,819	48,442
8	45,326	45,949	46,572	47,195	47,819	48,442	49,065
9	45,949	46,572	47,195	47,819	48,442	49,065	49,688
10	46,572	47,195	47,819	48,442	49,065	49,688	50,312
11	47,195	47,819	48,442	49,065	49,688	50,312	50,935
12	47,819	48,442	49,065	49,688	50,312	50,935	51,558
13	48,442	49,065	49,688	50,312	50,935	51,558	52,181
14		49,688	50,312	50,935	51,558	52,181	52,805
15		50,312	50,935	51,558	52,181	52,805	53,428
16		50,935	51,558	52,181	52,805	53,428	54,051
17			52,181	52,805	53,428	54,051	54,674
18			52,805	53,428	54,051	54,674	55,297
19			53,428	54,051	54,674	55,297	55,921
20				54,674	55,297	55,921	56,544
21				55,297	55,921	56,544	57,167
22				55,921	56,544	57,167	57,790
23				56,544	57,167	57,790	58,414
24					57,790	58,414	59,037
25					58,414	59,037	59,660
26					59,037	59,660	60,283
27					59,660	60,283	60,907
28					60,283	60,907	61,530

II - G. CONTINUING EDUCATION

1. College credit earned in addition (either graduate or undergraduate) to the Bachelor Degree must be either in the major field, minor field, or teaching area or have prior approval of the Superintendent or designate of the School District.
2. A proof of completion will be turned in to the superintendent's office by the first day of school. The teacher will then be placed in the appropriate lane on the salary schedule.
3. The School District will reimburse teachers \$50 per semester hour earned in their teaching field when not reimbursed from another source. Reimbursement is limited to two semester hours (\$100) per fiscal year per teacher. Each college credit must be completed by the first day of school.

***WRITTEN IN THE BOARD POLICY MANUAL:**

Beginning with 2014-15 school year, the Newburg United Board of Education will allow a teacher entering the Newburg United System to bring in all their years of prior classroom experience and be placed on the schedule accordingly. Horizontal placement shall be at the appropriate position.

Beginning with 2003-04 school year, the Extra Curricular Payment Schedule was written in to School Board Policy.

Beginning with 2003-04 school year, a Sick Leave Bank was written in to School Board Policy.

Substitute teacher pay is written in School Board Policy. Currently, a substitute teacher will receive \$125.00 per day and their noon meal.

Beginning with 2008-09 school year, Bereavement Leave was written in to School Board Policy.

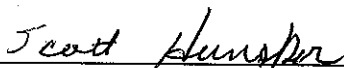
Beginning with the 2017-18 school year, payroll will be paid by direct deposit in lieu of a check. This applies to Administration, Teachers, Business Manager and all hourly staff. This policy was written in to School Board Policy.

The terms and conditions of this agreement shall remain in full force and effect until such times as a new agreement is reached by both parties. All items not bargained shall remain in full force.

Either party may commence negotiations over the terms of a successor agreement by written notification thereof.

IN WITNESS WHEREOF, the association has caused this agreement to be signed by its negotiators and the board has caused this agreement to be signed by its board president and business manager on the twenty-fourth of April 2018.

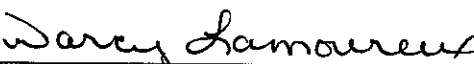
NEWBURG UNITED SCHOOL DISTRICT #54



School Board President



NUEA Negotiator



School Board Business Manager



NUEA Negotiator