

AGREEMENT

Napoleon School Board & Napoleon Education Association
Napoleon, North Dakota
For the School Years 2021-2022 and 2022-2023

PREAMBLE

This Agreement entered into between Napoleon Public School District No.2, Napoleon, North Dakota, hereinafter referred to as the "Board" and the Napoleon Education Association, hereinafter referred to as the "Association" is intended to further the purpose of the parties in providing educational opportunities for the district. The board will enclose a copy of the Agreement with each teacher's contract.

PROCEDURES IN NEGOTIATIONS

1. Ground Rules – The following Ground Rules shall become a part of the Master Contract
 - A. The position of Chairperson will alternate between the Board Team and the Teacher Team
 - B. Meetings will be scheduled at a reasonable time upon the request of either party. In the event two or more members cannot attend a regularly scheduled meeting, the meeting shall be either canceled or rescheduled at a time agreeable to both parties.
 - C. Minutes will be made available for review within a reasonable time following the meeting and will be either mailed or emailed to the spokespersons.
 - D. The individual teams shall have the right to caucus, outside each other's presence, upon the request of either party.
 - E. Informational handouts, whenever possible, are to be distributed prior to the meeting at which the information is to be discussed.
 - F. An agenda must be prepared for the next meeting before the adjournment of the current meeting.
 - G. All proposals, language of proposals, and topics for discussion shall be exchanged in writing at the first negotiations meeting. Additional proposals may not be added thereafter without the agreement of both parties, unless additional proposals are prompted by a change in the law occurring after the first meeting.
 - H. Negotiations meetings are not to exceed two (2) hours in length, unless mutually agreed by both parties.
2. Meetings composed of members of the negotiation committee of the Association and the negotiating committee of the board may be called upon the request of anyone of the parties involved. Request for meeting from the Association normally will be made directly to the superintendent or his representative. Within ten days of the request, the negotiation teams shall set a mutually agreeable meeting date.
3. The meeting minutes shall serve as the official press release(s) and may be released in draft form upon review and approval of the entire negotiating committee. Official minutes can be released at any time as requested.

Level Four

If the aggrieved person is not satisfied with the Superintendent's disposition of the grievance, the teacher may within five (5) school days after receipt of the Superintendent's disposition, request in writing with the chairman of the Association's Professional Negotiations Committee that the grievance be referred to the Board. Within five (5) school days after receiving the aggrieved person's request, the Chairman of the Association's Professional Negotiations Committee shall refer it to the Board. Within ten (10) school days after receiving the written grievance, the Board shall meet with the aggrieved person and/or the Association's Professional Negotiations Committee for the purpose of resolving the grievance. The board shall render a decision in writing with the Chairman of the Professional Negotiations Committee within twenty (20) school days after meeting with the aggrieved person and/or Professional Negotiations Committee.

Level Five

In order to process a grievance to arbitration, the following must be complied with:

1. Written notice of a request for arbitration shall be given to the Board within ten (10) days of receipt of the Board's written disposition of the grievance.
2. The matter must have been processed through the grievance procedure within the prescribed time limits.
3. The issue must involve the interpretation or application of a specific provision of the Agreement.
4. Grievance involving the same act or same issue may be consolidated in one proceeding provided the grievances have been processed through the grievance procedure by the time the parties meet to select an impartial third party.
5. When a request has been made for arbitration, a three-member board shall be established in the following manner: The employer and the employee representative shall each appoint a member of the board and shall notify the other of the name of its appointee to the board within (5) days of receipt of the written appeal. These representatives shall meet in an attempt to select an impartial third party to act as Chairman of the arbitration board.
6. The arbitration board shall meet with the representative of both parties, hear evidence and give an opinion within thirty (30) days of the close of the hearing.
7. It is understood that the function of the arbitration board shall be to provide an opinion as to the interpretation and application of specific terms of this Agreement. This board shall not have power, without specific written consent of the parties, to either advise on salary adjustments, except the improper application thereof, or to issue any opinions that would have the parties add to, subtract from, modify or amend any terms of this Agreement. The finding of the arbitration board shall be advisory on both parties.

4. Teachers must hold a current Teachers License or Teachers holding a ND Life Teaching Credential do not need to earn additional college credits in order to advance on the salary schedule, but are required to attend school sponsored in-services. This item is subject to any change in requirement as set by ND Education Standards and Practices Board and/or the Department of Public Instruction.
5.
 - E. Only employees who render satisfactory service will advance on the salary schedule. Teachers will be given advanced notice of unsatisfactory service in sufficient time to make improvements. The board reserves the right to deny an increment to any employee not fully performing the duties of his position. Any complaints regarding such denials may be processed through the grievance procedure.
 - F. If a teacher has received a Master's Degree in his/her contracted areas he or she will be on the MA-MS lane. The Board shall consider a request to be placed on MS-MA lane out of subject area on a case-by-case basis.
 - G. Teacher shall find their own substitutes when they know they will be absent in advance. The building Principal shall make the arrangements for the hiring of a substitute if a teacher becomes ill the morning of work.
 - H. Pay day is the 5th and 20th of each month. When such a day falls on a weekend or school holiday, checks will be issued on preceding bank business day.
 - I. The school board has the right to hire a teacher above the salary schedule if necessary.
 - J. An employee who is absent beyond the amount of time authorized will have 1/182 of his/her annual salary deducted for each day that he/she is absent. Annual salary does not include extra-curricular salary.
 - K. The educational base salary for 2021-2022 shall be agreed upon at \$40,700. The educational base salary for 2022-2023 shall be agreed upon at \$41,600. The extra-curricular base salary shall be \$42,700 for 2021-2022 and \$43,600 for 2022-2023.
 - L. The Napoleon Public School District shall pay full coverage for the Group Income Protection and Life Insurance.
 - M. The Napoleon Public School District shall provide each full-time teacher with 100% of a single policy through the school's group health insurance provider to be used for a Single policy or portion of a Single plus Dependent or Family at the amount of a single policy.
 1. If the employee elects not to utilize school district fringe benefit dollars, they will receive these amounts as a taxable cash pay-out.

A. 2019-2020	\$3,750
B. 2020-2021	\$2,000
C. 2021-2022	\$1,000
D. 2022-2023	\$0
E. 2023-Beyond	\$0

3. A teacher may use sick leave with pay for absences necessitated by sickness or required medical examinations for members of the immediate family (father, mother, brother, sister, son, daughter, husband, wife, or other relative with whom the teacher may be living.)

C. Funeral Leave

1. Funeral Leave as allowed by administration for immediate family which is defined as spouse, children, parents, spouse's parents, siblings and their spouses and grandparents. Funeral Leave for individuals not previously listed shall be offered a conversion rate of 2 sick days to equal 1 day of Funeral Leave with a max of 5 days Funeral Leave per year.

D. Personal Leave

1. Each teacher shall receive four days of personal leave annually. Personal leave may accumulate to six days. The district will pay the cost of the substitute for any personal day used. The administration may grant one additional personal day with the teacher paying for all costs associated with hiring a substitute teacher through payroll deduction.
2. Personal leave may be used as the teacher wishes under the following conditions:
 - a. A replacement is available.
 - b. A week's notice for personal leave is given. (Discretion of the administrator)
 - c. Cannot extend a vacation unless approved by an administrator.
 - d. Teacher must be present during semester and final tests and must compute semester and final grades.
 - e. Teacher may sell to the district unused personal leave days at the end of each school year at the rate of \$100 per day.

E. Jury Duty

1. Teachers shall be excused for jury duty with the agreement that any compensation received, for such duty except compensation for personal expense will be endorsed to the School District. Personal expenses for travel, meals, room out of town for jury duty which no compensation is received will be deducted from the amount endorsed to the School District

Section 5

The District School Board must reply in writing to the teacher's request for a sabbatical leave no later than April 15th.

NAPOLEON REDUCTION IN FORCE

The Napoleon School Board realizes that the possibility of decreased enrollment and/or loss of revenue may occur. Reduction in staff, as it becomes necessary, will be made on the basis of what has the least detrimental effect on students as determined by the Board with input of administrators and teachers.

In the event of staff reduction, contracts of separated personnel will be terminated in accordance with present statutes, fair dismissal procedures (NDCC 15.1-15-05.) and district procedures established herein,

1. Teachers with the least number of continuous years of teaching experience in the Napoleon School District will be terminated first, provided there are fully qualified, fully certificated teachers to replace and perform all the needed duties of the terminated teachers.

Seniority shall be interpreted as the number of years of continuous teaching within the Napoleon School System, including the years of service spent on sabbatical leaves, extended sick leaves, military leaves, or any other authorized leaves of absence of Napoleon School District.

2. Notification will be delivered to the appropriate negotiating unit and certified staff members being separated according to the Century Code 15.1-15-05. But tentative staff cuts will be indicated to proposed affected teachers by April 1.
3. Separated personnel shall be placed on a recall list for two years following termination of their contract and shall have re-employment rights in vacant positions for which they are qualified in order of seniority.
4. Separated personnel shall be notified by certified letter of an opening for which their certification qualifies them.

In order to be notified, the separated teacher/teachers must have a current address on file in the Superintendent's office. The appropriate negotiating unit shall also be notified in writing of such openings as they occur. Should separated personnel decline to return, they will have forfeited their right to re-employment as certified personnel.

Separated personnel returning to employment from the recall list will have all accumulated benefits reinstated and will be placed on the salary schedule at a level commensurate with their experience and academic preparation or other provisions as stipulated in this agreement.

This agreement shall be binding on the parties who are signatories thereto.

Signed this 26th day of April 2021

For The Napoleon School Board:

Crystal Johnson, Board Negotiations Committee

Date:

Taylor Grunefelder, Board Negotiations Committee

Date:

Brandi Wald, Business Manager

Date:

For The Napoleon Education Association:

Kriss McCleary, Spokesperson NEA

Date:

Jennifer Schmitt, Member Negotiations Committee

Date:

Loretta Haas, Member Negotiations Committee

Date:

2021-2022 Extra Curricular \$42,700 Base

Position	%	42700	43300	43900	44500	45100	45700	46300	46900	47500	48100	48700
		0	1	2	3	4	5	6	7	8	9	10
Jr Class Advisor	0.0206	880	892	904	917	929	941	954	966	979	991	1003
Drama	0.0206	880	892	904	917	929	941	954	966	979	991	1003
National Honor Society	0.0206	880	892	904	917	929	941	954	966	979	991	1003
Student Council Advisor	0.0206	880	892	904	917	929	941	954	966	979	991	1003
CAHOOTS	0.031	1324	1342	1361	1380	1398	1417	1435	1454	1473	1491	1510
DECA/FBLA	0.031	1324	1342	1361	1380	1398	1417	1435	1454	1473	1491	1510
FCCLA Advisor	0.031	1324	1342	1361	1380	1398	1417	1435	1454	1473	1491	1510
Elem Boys' Basketball	0.035	1495	1516	1537	1558	1579	1600	1621	1642	1663	1684	1705
Elem Girls' Basketball	0.035	1495	1516	1537	1558	1579	1600	1621	1642	1663	1684	1705
Cheerleading Advisor	0.0518	2212	2243	2274	2305	2336	2367	2398	2429	2461	2492	2523
JH Girls' BB	0.0518	2212	2243	2274	2305	2336	2367	2398	2429	2461	2492	2523
JH Boys' BB	0.0518	2212	2243	2274	2305	2336	2367	2398	2429	2461	2492	2523
JH Football	0.0518	2212	2243	2274	2305	2336	2367	2398	2429	2461	2492	2523
JH Volleyball	0.0518	2212	2243	2274	2305	2336	2367	2398	2429	2461	2492	2523
Annual Staff Advisor	0.0778	3322	3369	3415	3462	3509	3555	3602	3649	3696	3742	3789
Asst. Football	0.0778	3322	3369	3415	3462	3509	3555	3602	3649	3696	3742	3789
Asst. Girls' BB	0.0778	3322	3369	3415	3462	3509	3555	3602	3649	3696	3742	3789
Asst. Boys' BB	0.0778	3322	3369	3415	3462	3509	3555	3602	3649	3696	3742	3789
Asst. Volleyball	0.0778	3322	3369	3415	3462	3509	3555	3602	3649	3696	3742	3789
Asst. Wrestling	0.0778	3322	3369	3415	3462	3509	3555	3602	3649	3696	3742	3789
Asst. Track	0.0778	3322	3369	3415	3462	3509	3555	3602	3649	3696	3742	3789
Asst. Speech Advisor	0.0778	3322	3369	3415	3462	3509	3555	3602	3649	3696	3742	3789
Head Golf	0.0778	3322	3369	3415	3462	3509	3555	3602	3649	3696	3742	3789
Head Speech	0.105	4484	4547	4610	4673	4736	4799	4862	4925	4988	5051	5114
FFA Advisor	0.105	4484	4547	4610	4673	4736	4799	4862	4925	4988	5051	5114
Head Football	0.105	4484	4547	4610	4673	4736	4799	4862	4925	4988	5051	5114
Head Girls' BB	0.105	4484	4547	4610	4673	4736	4799	4862	4925	4988	5051	5114
Head Boys' BB	0.105	4484	4547	4610	4673	4736	4799	4862	4925	4988	5051	5114
Head Volleyball	0.105	4484	4547	4610	4673	4736	4799	4862	4925	4988	5051	5114
Head Wrestling	0.105	4484	4547	4610	4673	4736	4799	4862	4925	4988	5051	5114
Head Track	0.105	4484	4547	4610	4673	4736	4799	4862	4925	4988	5051	5114
Music Director	0.105	4484	4547	4610	4673	4736	4799	4862	4925	4988	5051	5114
Tech Coordinator	0.1714	7319	7422	7524	7627	7730	7833	7936	8039	8142	8244	8347

2022-2023 Extra Curricular \$43,600 Base

Position	%	43600	44200	44800	45400	46000	46600	47200	47800	48400	49000	49600
		0	1	2	3	4	5	6	7	8	9	10
Jr Class Advisor	0.0206	898	911	923	935	948	960	972	985	997	1009	1022
Drama	0.0206	898	911	923	935	948	960	972	985	997	1009	1022
National Honor Society	0.0206	898	911	923	935	948	960	972	985	997	1009	1022
Student Council Advisor	0.0206	898	911	923	935	948	960	972	985	997	1009	1022
CAHOOTS	0.031	1352	1370	1389	1407	1426	1445	1463	1482	1500	1519	1538
DECA/FBLA	0.031	1352	1370	1389	1407	1426	1445	1463	1482	1500	1519	1538
FCCLA Advisor	0.031	1352	1370	1389	1407	1426	1445	1463	1482	1500	1519	1538
Elem Boys' Basketball	0.035	1526	1547	1568	1589	1610	1631	1652	1673	1694	1715	1736
Elem Girls' Basketball	0.035	1526	1547	1568	1589	1610	1631	1652	1673	1694	1715	1736
Cheerleading Advisor	0.0518	2258	2290	2321	2352	2383	2414	2445	2476	2507	2538	2569
JH Girls' BB	0.0518	2258	2290	2321	2352	2383	2414	2445	2476	2507	2538	2569
JH Boys' BB	0.0518	2258	2290	2321	2352	2383	2414	2445	2476	2507	2538	2569
JH Football	0.0518	2258	2290	2321	2352	2383	2414	2445	2476	2507	2538	2569
JH Volleyball	0.0518	2258	2290	2321	2352	2383	2414	2445	2476	2507	2538	2569
Annual Staff Advisor	0.0778	3392	3439	3485	3532	3579	3625	3672	3719	3766	3812	3859
Asst. Football	0.0778	3392	3439	3485	3532	3579	3625	3672	3719	3766	3812	3859
Asst. Girls' BB	0.0778	3392	3439	3485	3532	3579	3625	3672	3719	3766	3812	3859
Asst. Boys' BB	0.0778	3392	3439	3485	3532	3579	3625	3672	3719	3766	3812	3859
Asst. Volleyball	0.0778	3392	3439	3485	3532	3579	3625	3672	3719	3766	3812	3859
Asst. Wrestling	0.0778	3392	3439	3485	3532	3579	3625	3672	3719	3766	3812	3859
Asst. Track	0.0778	3392	3439	3485	3532	3579	3625	3672	3719	3766	3812	3859
Asst. Speech Advisor	0.0778	3392	3439	3485	3532	3579	3625	3672	3719	3766	3812	3859
Head Golf	0.0778	3392	3439	3485	3532	3579	3625	3672	3719	3766	3812	3859
Head Speech	0.105	4578	4641	4704	4767	4830	4893	4956	5019	5082	5145	5208
FFA Advisor	0.105	4578	4641	4704	4767	4830	4893	4956	5019	5082	5145	5208
Head Football	0.105	4578	4641	4704	4767	4830	4893	4956	5019	5082	5145	5208
Head Girls' BB	0.105	4578	4641	4704	4767	4830	4893	4956	5019	5082	5145	5208
Head Boys' BB	0.105	4578	4641	4704	4767	4830	4893	4956	5019	5082	5145	5208
Head Volleyball	0.105	4578	4641	4704	4767	4830	4893	4956	5019	5082	5145	5208
Head Wrestling	0.105	4578	4641	4704	4767	4830	4893	4956	5019	5082	5145	5208
Head Track	0.105	4578	4641	4704	4767	4830	4893	4956	5019	5082	5145	5208
Music Director	0.105	4578	4641	4704	4767	4830	4893	4956	5019	5082	5145	5208
Tech Coordinator	0.1714	7473	7576	7679	7782	7884	7987	8090	8193	8296	8399	8501

Napoleon 2022-2023 Salary Schedule \$41,600 Base

Years of Experience	Degree	D + 8	D + 16	D + 24	D + 32	D + 40	D + 48	Masters	M + 8	M + 16
	475	600 475	600 475	600 475	600 475	600 475	600 475	600 475	600 475	600 475
0	41600	42200	42800	43400	44000	44600	45200	45800	46400	47000
1	42075	42675	43275	43875	44475	45075	45675	46275	46875	47475
2	42550	43150	43750	44350	44950	45550	46150	46750	47350	47950
3	43025	43625	44225	44825	45425	46025	46625	47225	47825	48425
4	43500	44100	44700	45300	45900	46500	47100	47700	48300	48900
5	43975	44575	45175	45775	46375	46975	47575	48175	48775	49375
6	44450	45050	45650	46250	46850	47450	48050	48650	49250	49850
7	44925	45525	46125	46725	47325	47925	48525	49125	49725	50325
8	45400	46000	46600	47200	47800	48400	49000	49600	50200	50800
9	45875	46475	47075	47675	48275	48875	49475	50075	50675	51275
10	46350	46950	47550	48150	48750	49350	49950	50550	51150	51750
11	46825	47425	48025	48625	49225	49825	50425	51025	51625	52225
12	47300	47900	48500	49100	49700	50300	50900	51500	52100	52700
13	47775	48375	48975	49575	50175	50775	51375	51975	52575	53175
14	48250	48850	49450	50050	50650	51250	51850	52450	53050	53650
15	48725	49325	49925	50525	51125	51725	52325	52925	53525	54125
16	49200	49800	50400	51000	51600	52200	52800	53400	54000	54600
17	49675	50275	50875	51475	52075	52675	53275	53875	54475	55075
18	50150	50750	51350	51950	52550	53150	53750	54350	54950	55550
19	50625	51225	51825	52425	53025	53625	54225	54825	55425	56025
20	51100	51700	52300	52900	53500	54100	54700	55300	55900	56500
21	51575	52175	52775	53375	53975	54575	55175	55775	56375	56975
22	52050	52650	53250	53850	54450	55050	55650	56250	56850	57450
23		53125	53725	54325	54925	55525	56125	56725	57325	57925
24		53600	54200	54800	55400	56000	56600	57200	57800	58400
25			54675	55275	55875	56475	57075	57675	58275	58875
26			55150	55750	56350	56950	57550	58150	58750	59350
27			55625	56225	56825	57425	58025	58625	59225	59825
28			56100	56700	57300	57900	58500	59100	59700	60300
29				57175	57775	58375	58975	59575	60175	60775
30				57650	58250	58850	59450	60050	60650	61250
31				58125	58725	59325	59925	60525	61125	61725
32				58600	59200	59800	60400	61000	61600	62200
33					59675	60275	60875	61475	62075	62675
34					60150	60750	61350	61950	62550	63150
35					60625	61225	61825	62425	63025	63625
36					61100	61700	62300	62900	63500	64100
37						62175	62775	63375	63975	64575
38						62650	63250	63850	64450	65050
39							63725	64325	64925	65525
40							64200	64800	65400	66000
41								65275	65875	66475
42									66350	66950

Napoleon 2021-2022 Salary Schedule \$40,700 Base

Years of Experience	Degree	D + 8	D + 16	D + 24	D + 32	D + 40	D + 48	Masters	M + 8	M + 16
	475	600 475	600 475	600 475	600 475	600 475	600 475	600 475	600 475	600 475
0	40700	41300	41900	42500	43100	43700	44300	44900	45500	46100
1	41175	41775	42375	42975	43575	44175	44775	45375	45975	46575
2	41650	42250	42850	43450	44050	44650	45250	45850	46450	47050
3	42125	42725	43325	43925	44525	45125	45725	46325	46925	47525
4	42600	43200	43800	44400	45000	45600	46200	46800	47400	48000
5	43075	43675	44275	44875	45475	46075	46675	47275	47875	48475
6	43550	44150	44750	45350	45950	46550	47150	47750	48350	48950
7	44025	44625	45225	45825	46425	47025	47625	48225	48825	49425
8	44500	45100	45700	46300	46900	47500	48100	48700	49300	49900
9	44975	45575	46175	46775	47375	47975	48575	49175	49775	50375
10	45450	46050	46650	47250	47850	48450	49050	49650	50250	50850
11	45925	46525	47125	47725	48325	48925	49525	50125	50725	51325
12	46400	47000	47600	48200	48800	49400	50000	50600	51200	51800
13	46875	47475	48075	48675	49275	49875	50475	51075	51675	52275
14	47350	47950	48550	49150	49750	50350	50950	51550	52150	52750
15	47825	48425	49025	49625	50225	50825	51425	52025	52625	53225
16	48300	48900	49500	50100	50700	51300	51900	52500	53100	53700
17	48775	49375	49975	50575	51175	51775	52375	52975	53575	54175
18	49250	49850	50450	51050	51650	52250	52850	53450	54050	54650
19	49725	50325	50925	51525	52125	52725	53325	53925	54525	55125
20	50200	50800	51400	52000	52600	53200	53800	54400	55000	55600
21	50675	51275	51875	52475	53075	53675	54275	54875	55475	56075
22	51150	51750	52350	52950	53550	54150	54750	55350	55950	56550
23		52225	52825	53425	54025	54625	55225	55825	56425	57025
24		52700	53300	53900	54500	55100	55700	56300	56900	57500
25			53775	54375	54975	55575	56175	56775	57375	57975
26			54250	54850	55450	56050	56650	57250	57850	58450
27			54725	55325	55925	56525	57125	57725	58325	58925
28			55200	55800	56400	57000	57600	58200	58800	59400
29				56275	56875	57475	58075	58675	59275	59875
30				56750	57350	57950	58550	59150	59750	60350
31				57225	57825	58425	59025	59625	60225	60825
32				57700	58300	58900	59500	60100	60700	61300
33					58775	59375	59975	60575	61175	61775
34					59250	59850	60450	61050	61650	62250
35					59725	60325	60925	61525	62125	62725
36					60200	60800	61400	62000	62600	63200
37						61275	61875	62475	63075	63675
38						61750	62350	62950	63550	64150
39							62825	63425	64025	64625
40							63300	63900	64500	65100
41								64375	64975	65575
42									65450	66050